AMENDMENT OF SOLICITATION/MO	ONTRACT	1. CC	ONTRACT ID CODE	Ē	PAGE OF PAGES 1 OF 6			
	SEE BLOCK 16C.	4. REQUISITION/	PURCI	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)		
6. ISSUED BY CODE	N00039	7. ADMINISTERE	DBY (If other than Item 6) CODE			
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add Applic (CLIN x058		n Hosting S	Services	3		
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and .	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.		
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		-		9B. DATED (SEE 10A. MODIFICAT N00039-13-D-	TON OF CO	NTRACT/ORDER NO.		
			Χ	10B. DATED (SE				
CODE FAC	ILITY CODE 1U305			XX April 2015				
11. THIS IT	EM ONLY APPLIES TO	AMENDMENTS OF	F SOLI	CITATIONS	_			
The above numbered solicitation is amended as set forth	in Item 14. The hour and da	ate specified for receipt	of Offe	rs is extended	is not exten	ded.		
submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF If by virtue of this amendment you desire to change an offer all to the solicitation and this amendment, and is received prior to	oies of the amendment; (b) E a reference to the solicitation PT OF OFFERS PRIOR TO ready submitted, such chang the opening hour and date s	By acknowledging receing and amendment num THE HOUR AND DATE THE may be made by tele	ipt of thi bers. F SPEC	s amendment on each FAILURE OF YOUR AG IFIED MAY RESULT I	ocopy of the oc CKNOWLEDG N REJECTION	BMENT TO BE N OF YOUR OFFER.		
12. ACCOUNTING AND APPROPRIATION DATA (If NOT APPLICABLE	required)							
13. THIS ITEM A IT MODIFIE	APPLIES ONLY TO MOI S THE CONTRACT/ORD	DER NO. AS DESCI	RIBED	IN ITEM 14.				
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXE		rity) THE CHANGES	SET F	FORTH IN ITEM 14	ARE MADE	IN THE CON-		
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF F	AR 43.		(such as cha	anges in paying office,		
C. THIS SUPPLEMENTAL AGREEMENT IS EN	NTERED INTO PURSUA	NT TO AUTHORITY	OF:					
D. OTHER (Specify type of modification and au	thority)							
E. IMPORTANT: Contractor is not, is required in the important in the impor	ired to sign this documer N (Organized by UCF se					er where feasible.)		
Note: The Contractor may return a signed copy via fac	simile or as a scanned ir	mage in portable doo	cument	format (pdf).				
-SEE HEREIN-								
Except as provided herein, all terms and conditions of the docu	ument referenced in Item 9A	or 10A, as heretofore	changed	d, remains unchanged	and in full force	ce and effect.		
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN				
Walt Leavy, Legal/Contracts		Jose Cervante	es, Co	ontracting Office	er			
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 05/26/15	16B. UNITED ST				16C. DATE SIGNED		
RV	30/20/10	RV				5/26/2015		

(Signature of Contracting Officer)

The purpose of this modification is to add CLIN 0058 (Application Hosting Services (AHS)) "Uplift" services to sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

1058AD	AHS Tier 3 Service	ES	(b)(4)	
2058AD	Desk Support Uplift AHS Tier 3 Service	ES	(b)(4)	
2030112	Desk Support Uplift	Lo	(~)(1)	
3058AD	AHS Tier 3 Service	ES	(b)(4)	
	Desk Support Uplift			
4058AD	AHS Tier 3 Service	ES	(b)(4)	
	Desk Support Uplift			
1058AE	AHS On Demand	ES	(b)(4)	
1036AE	Device Scanning	ES	(D)(4)	
	Uplift			
2058AE	AHS On Demand	ES	(b)(4)	
	Device Scanning			 _
	Uplift			
3058AE	AHS On Demand	ES	(b)(4)	
	Device Scanning			
4058AE	Uplift AHS On Demand	ES	(6.)(4)	
4058AE	Device Scanning	ES	(b)(4)	
	Uplift			
	Opini			
1058AF	AHS On Demand Data	ES	(b)(4)	
	Migration Uplift			
2058AF	AHS On Demand Data	ES	(b)(4)	
207047	Migration Uplift	F.C.		
3058AF	AHS On Demand Data	ES	(b)(4)	(b)(4)
4058AF	Migration Uplift AHS On Demand Data	ES	(b)(4)	(b)(4)
4030AI	Migration Uplift	ES	(D)(4)	(b)(4)
	Migration opint			
1058AG	AHS Enhanced	ES	(b)(4)	
	Backup Retention			
	Uplift			
2058AG	AHS Enhanced	ES	(b)(4)	(b)(4)
	Backup Retention			
3058AG	Uplift	Ec	(b)(4)	
3058AG	Uplift AHS Enhanced	ES	(b)(4)	ı
3058AG	Uplift AHS Enhanced Backup Retention	ES	(b)(4)	ı
3058AG 4058AG	Uplift AHS Enhanced	ES ES		l
	Uplift AHS Enhanced Backup Retention Uplift		(b)(4)	I

2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

0058AD	ES	AHS Tier 3 Service	This "uplift" service provides additional technic				
		Desk Support Uplift	support and coordination to assist in the resolution				
			of application issues not related to AHS "base"				
			services listed in Attachment 1 (PWS) table 3.3-11.				
			These services will be provided under the existing				
			NGEN ITSM process framework including change,				
			incident and problem management as appropriate.				
			merdent and problem management as appropriate.				
			The Contractor shall Provide Subject Matter Expert (SME) support for: - application level incidents that may require complex technical support, to include network/platform/storage engineering and database/middleware troubleshooting expertise;				
			- determining if an issue is within the				
			AHS Accreditation Boundary or in the				
			NMCI network;				
			 developing and coordinating detailed debugging team activities based on 				
			limited information provided by				
			Government application teams;				
			 recommending specific work-arounds for application issues related to 				
			limitations in the current environment,				
			while continuing to maintain				
			operational and security requirements;				
			providing application level problem				
			resolution and capacity management;				
			- assisting with the design and				
			implementation of application-specific				
			changes that mitigate, or eliminate				
			problems, and that optimize use of the				
			as-deployed environment.				
			The Contractor shall provide dedicated Customer				
			Advocate (CA) support for:				
			- consulting and coordinating with				
			multiple Government customers and				
			contractor teams to accomplish				
			application-related tasks;				
			 preparing and communicating "scope 				
			1" problems, to include documenting				
			the cause of the problem, efforts to				
			temporarily correct the problem, root-				
			cause analysis, and follow-up steps				
			(this includes any outages to an				
			application's managed services);				
			- managing incident tickets, involving an				
			application's managed services, in				

accordance with established NGEN incident and service desk process; providing a monthly summary report (as part of a monthly review) of any incidents or problems affecting an application's managed services; documenting and tracking the status of changes to an application's managed services, to include providing a summary report of those changes (as part of a monthly review); planning, controlling, and executing technical changes to an application's managed services; providing change management documentation to the Government upon request, using the established NGEN change management process in coordination with the application owner's change process (defined in the production guide). This service covers all new and existing CLIN 0058-hosted applications. Existing CLIN 0058hosted applications include x058AA_0001 through x058AA 0029.

0058AE	ES	AHS On-Demand Device Scanning Uplift	This "uplift" service provides a one-time Assured Compliance Assessment Solution (ACAS) scan on a selected application server or appliance. The Contractor shall schedule and perform an ACAS scan and provide the following ACAS assessment reports to the application owner: - Summary Report.pdf - DetailedVulnerability.csv - UniqueVulnTotals.csv
			 UniqueIAVMTotals.csv Nessus scan report The scanning and reporting is application-specific and in addition to scanning and reporting performed as part of normal operations.
0058AF	ES	AHS On-Demand Data Migration Uplift	This "uplift" service provides one-time support for data migrations (application code, data files and/or managed database). Transfer will be from the QA zone to the Production Zone or within those zones. The Contractor shall gather data migration requirements, provide a single point of contact to develop an activity-specific migration plan, review the plan with the application owner, test the migration plan, execute the migration, verify the data migrated, document the results, and document the NGEN request fulfillment process for this service.
0058AG	ES	AHS Enhanced Backup Retention Uplift	This "uplift" service provides enhanced backup retention for customer application backup tapes. The retention is in addition to the requirement in the AHS "base" services listed in Attachment 1 (PWS) section 3.3.21.2.d and table 3.3-11. The Contractor shall provide handling, tracking and offsite storage for sixty (60) days of customer application backup tapes. This service covers all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF	CONTRACT	ONTRACT 1. CONTRACT ID CODE			PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE P00052 SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO. 5. PROJEC					
6. ISSUED BY CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE						
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	1032UB ir Year 1	CLI	1032BF, 1 N 32's Sec	tion B f	or Option		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State at	nd ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLIC	ITATION NO.		
HP Enterprise Services, LLC 13600 EDS DRIVE			9B. DATED (SEE	ITEM 11)			
HERNDON, VA 20171		Х	N00039-13-D-	-0013	NTRACT/ORDER NO.		
CODE FACILITY CODE 1U305 11. THIS ITEM ONLY APPLIES	TO AMENDMENTS O	E SOLI	27 June 2013				
The above numbered solicitation is amended as set forth in Item 14. The hour and				is not exten			
Offers must acknowledge receipt of this amendment prior to the hour and date specified (a) By completing Items 8 and 15, and returning	b) By acknowledging rectation and amendment number of the HOUR AND DATA ange may be made by teste specified. MODIFICATIONS OF (DRDER NO. AS DESCRIP) THE CHANGE OF REFLECT THE ADMEDIANT TO AUTHORIT	CONTR RIBED S SET F	s amendment on Eac FAILURE OF YOUR A IFIED MAY RESULT r letter, provided Each ACTS/ORDERS. IN ITEM 14. FORTH IN ITEM 14 ATIVE CHANGES 103(b).	ARE MADE	MENT TO BE N OF YOUR OFFER. etter makes reference		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF Note: The Contractor may return a signed copy via facsimile or as a scanner	section headings, inc	uding s	olicitation/contract		er where feasible.)		
-SEE	E HEREIN-						
Except as provided herein, all terms and conditions of the document referenced in Item 15A. NAME AND TITLE OF SIGNER (Type or print)			d, remains unchanged E OF CONTRACTII				
(b)(6)	Kimherly I	eavie	Contracting O	fficer			
15C. DATE SIGNE 5/26/2015	D 16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign) NSN 7540-01-152-8070 NSN 7540-01-152-8071	30-105	ui Contra	acting Officer)	STANDA	ARD FORM 30 (REV. 10-83)		

The purpose of this modification is to update and add CLIN 32's, to Sections B (Option Year 1).

1. Delete the following from Section B for Option Year 1

TXS Section B - Option Year One										
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount					
1032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	_					
1032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-					
1032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-					
1032UB	Optional BCR Complexity (b)(4)				-					

2. Add the following to Section B for Option Year 1

	TXS Section B - Option Year One									
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount					
1032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	(b)(4)					
1032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	(b)(4)					
1032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	(b)(4)					
1032UB	Optional BCR Complexity (b)(4)				(b)(4)					
	Uplift - Implementation	As Ordered								

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	DDIFICATION OF CO	ONTRACT	1. CC	NTRACT ID CODE		1 OF 4
2. AMENDMENT/MODIFICATION NO. P00053	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURCH	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Refresh Ma	teria	ion of the CI I Pricing (Op 003B, 0009,	tion Ye	•
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D-0 10B. DATED (SE	TION OF CO 0013	NTRACT/ORDER NO.
·	CILITY CODE 1U305			27 June 2013		
11. THIS I	TEM ONLY APPLIES TO	AMENDMENTS O	F SOLI	CITATIONS		
Offers must acknowledge receipt of this amendment prior to the (a) By completing Items 8 and 15, and returning co submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF by virtue of this amendment you desire to change an offer all to the solicitation and this amendment, and is received prior to	pies of the amendment; (b) By a reference to the solicitation PT OF OFFERS PRIOR TO T ready submitted, such change	acknowledging receing and amendment num HE HOUR AND DAT may be made by tele	pt of this a bers. FA E SPECII	amendment on each c ILURE OF YOUR ACK FIED MAY RESULT IN	opy of the offe KNOWLEDGM REJECTION	IENT TO BE OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (I	f required)					
NOT APPLICABLE 13. THIS ITEM	APPLIES ONLY TO MOI	DIFICATIONS OF	CONTRA	ACTS/ORDERS		
IT MODIFII	ES THE CONTRACT/ORD	ER NO. AS DESC	RIBED	IN ITEM 14.		
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE) B. THE ABOVE NUMBERED CONTRACT/OR	GES-FIXED PRICE)					
appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF I	FAR 43.		(Sucri as cri	anges in paying onice,
C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURSUA	NT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not, is req	uired to sign this documer	nt and return (See I	Note bel	ow) copies to the is	suing office	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF se	ction headings, inc	luding s	olicitation/contract s	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via fa	acsimile or as a scanned in	mage in portable do	ocument	t format (pdf).		
	-SEE H	IEREIN-				
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A c	r 10A, as heretofore c	hanged,	remains unchanged ar	nd in full force	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME ANI	D TITLE	OF CONTRACTIN	IG OFFICER	R (Type or print)
Walter R. Leavy, Legal/Contracts		Jose Cervant	es, Co	ntracting Office	r	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
(b)(6)	5/27/15					5/27/2015
BY _ (Signature of person authorized to sign)		BY(Signature	of Contra	cting Officer)		

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year 1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, and P00048 for previous CLIN x090 definitizations.

1. In Section B, re-allocate (b)(4) from the "Not-to-Exceed" ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

This will result in "Not-to-Exceed" ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

2. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AA (b)(4)

	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

(1090AA as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AH	TXS	Tech Refresh Material	-	EA	(b)(4)	=
		(TXS) –				
		(TRP2_ORT2_0003B)				
1090AJ	TXS	Tech Refresh Material	-	EA	(b)(4)	-
		(TXS) –				
		(TRP2_ORT2_0009)				
1090AK	TXS	Tech Refresh Material	-	EA	(b)(4)	-
		(TXS) –				
		(TRP2_ORT2_0011)				
1090AL	TXS	Tech Refresh Material	-	EA	(b)(4)	-
		(TXS) –				
		(TRP2_0024)				

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AH	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0003B)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_ORT2_0003B equipment.
1090AJ	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0009)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_ORT2_0009 equipment.
1090AK	TXS	Tech Refresh Material (TXS) – (TRP2_ORT2_0011)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_ORT_0011 equipment.
1090AL	TXS	Tech Refresh Material (TXS) – (TRP2_0024)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0024 equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/N	ODIFICATION OF C	ONTRACT	1. C0	ONTRACT ID COD	E	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00054	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION				1 OF 4 CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTE CONTRACTING OFFICER: Kimberly L. F 1325 10 th Street SE, BLDG 196, Suite 30 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199	Reavis, Code 2.1E5	Add Applic	atior	n Hosting Se	ervices (CLIN x058)
kim.reavis@navy.mil	-turnetturne Otatat	7/0 0 - /-)	()()	OA AMENIDAEA	IT OF 001 10	UTATION NO
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	II OF SOLIC	TIATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE				9B. DATED (SEL	<u> </u>	
HERNDON, VA 20171						NTRACT/ORDER NO.
•			Χ	N00039-13-D- 10B. DATED (SE		
CODE F	ACILITY CODE 1U305		^	XX April 2015	,	
	SITEM ONLY APPLIES TO	AMENDMENTS O	F SOLI	•		
The above numbered solicitation is amended as set for					is not exten	ded
The above numbered solicitation is amended as set to	of the first term in the first and the	ate specified for receip	t or one	is is exterided _	is not exten	ueu.
Offers must acknowledge receipt of this amendment prior t	the hour and date specified in	the solicitation or as a	mended	by one of the following	g methods:	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED FOR THE PLACE DESIGNATION AND APPROPRIATION DATA 12. ACCOUNTING AND APPROPRIATION DATA	CEIPT OF OFFERS PRIOR TO r already submitted, such chang r to the opening hour and date s	on and amendment nun THE HOUR AND DAT ge may be made by tel	nbers. F E SPEC	FAILURE OF YOUR A DIFIED MAY RESULT	CKNOWLEDG IN REJECTION	MENT TO BE N OF YOUR OFFER.
NOT APPLICABLE						
IT MODI	M APPLIES ONLY TO MO FIES THE CONTRACT/OR	DER NO. AS DESC	RIBED	IN ITEM 14.	ADE MADE	IN THE CON
(X) A. THIS CHANGE ORDER IS ISSUED PUR TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FI	, , ,	rity) THE CHANGES	SEII	-ORTH IN ITEM 14	ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN ITE	M 14, PURSUANT TO THE	AUTHORITY OF F	AR 43.		(such as cha	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	ANT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and	authority)					
I IMPORTANT. Controlton Discost	autrod to plan this descript	nt and rations (Carl	اء ا مدا	low) conice to the '	auina effici	
E. IMPORTANT: Contractor is not, is not. 14. DESCRIPTION OF AMENDMENT/MODIFICAT	equired to sign this document TON (Organized by UCF se					er where feasible.)
Note: The Contractor may return a signed copy via	facsimile or as a scanned in	mage in portable do	cument	t format (pdf).		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the	locument referenced in Item 9A	or 10A, as heretofore	change	d, remains unchanged	and in full force	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or prin	t)	16A. NAME ANI) TITLE	OF CONTRACTI	NG OFFICER	R (Type or print)
(b)(6)		Jose Cervant	es Co	ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S				16C. DATE SIGNED
(b)(6)	6/11/15					6/11/2015
R		RV				

(Signature of Contracting Officer)

The purpose of this modification is to add CLIN 0058 (Application Hosting Services (AHS)) "Rate Card" services to sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
2058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
3058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
4058AH	AHS Storage - 50GB Block	ES	Monthly	(b)(4)	-
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AJ	AHS Full DIACAP (IA	ES	Each		-
	Certification) Package			(b)(4)	
	Support			()()	
2058AJ	AHS Full DIACAP (IA	ES	Each		-
	Certification) Package			(b)(4)	
	Support				
3058AJ	AHS Full DIACAP (IA	ES	Each		-
	Certification) Package			(b)(4)	
	Support				
4058AJ	AHS Full DIACAP (IA	ES	Each		-
	Certification) Package			(b)(4)	
	Support				
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AK	AHS Incremental Support	ES	Each	(b)(4)	-
	(Hour Increment)			(D)(4)	
2058AK	AHS Incremental Support	ES	Each	(b)(4)	-
	(Hour Increment)			(5)(4)	
3058AK	AHS Incremental Support	ES	Each	(b)(4)	-
	(Hour Increment)			(~)(.)	
4058AK	AHS Incremental Support	ES	Each	(b)(4)	-
	(Hour Increment)	0	11.26		A
CLIN	Supplies/Services	Segment	Unit	Unit Price	Amount
1058AL	AHS DIACAP Package	ES	Each		-
	Support (Administrative IA			(b)(4)	
	Certification Package Update			() ()	
2058AL	Only) AHS DIACAP Package	ES	Each		
2058AL	Support (Administrative IA	ES	Each		-
	Certification Package Update			(b)(4)	
	Only)				
3058AL	AHS DIACAP Package	ES	Each		_
JUJOAL	Support (Administrative IA	LO	Lauii		_
	Certification Package Update			(b)(4)	
	Only)				
4058AL	AHS DIACAP Package	ES	Each	 	_
+000AL	Support (Administrative IA		Lacii		
	Certification Package Update			(b)(4)	
	Only)				
	· · · y /			1	<u> </u>

2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

CLIN	Segment	Supplies/Services	Description
0058AH	ES	AHS Storage - 50GB	Provide AHS storage, in a 50 GB block, to provide
		Block	data storage services in accordance with
			Attachment 1 (PWS) section 3.3.21.2d.
			This service can be ordered for all new and
			existing CLIN 0058-hosted applications. Existing
			CLIN 0058-hosted applications include
			x058AA_0001 through x058AA_0029.
0058AJ	ES	AHS Full DIACAP (IA	Provide technical Subject Matter Expert (SME) and
		Certification) Package	technical Administrative support to Government
		Support	application teams to develop a full DIACAP (IA
			Certification) package.
			The Contractor support shall include:
			- Developing a vulnerability matrix and
			scorecard, risk analysis reports, and providing
			input that supports the documentation cited below;
			- Developing a database vulnerability matrix for
			any relevant, inherited OS controls, or for
			applications that have ordered a database uplift service, as listed in Attachment 1 (PWS) table 3.3-
			11;
			- Reviewing the standard vulnerability responses
			and report generation (vulnerability matrix,
			database vulnerability matrix, scorecard, risk
			analysis reports, etc.) and developing a Plan of
			Action, and Milestones (POA&M) to address all
			associated issues;
			- Providing an "as-Deployed Hardware List," to
			include validating the final package ("as-Deployed Hardware List);
			- Providing an "as-Deployed Software List," to
			include validating the final package (as-Deployed
			Software List);
			- Defining contractor provided ports, protocols
			and services and validating, as included in the final Ports, Protocols and Services (PPS), Ports,
			Protocols and Services (PFS), Ports, Protocols and Services Management (PPSM) and
			Category Assurance List (CAL) artifacts;
			- Defining Accreditation Boundaries using the
			service-standard template; and
			- Documenting the physical security
			measures/facilities using the service-standard
			template.
			This service can be ordered for all new and
			existing CLIN 0058-hosted applications. Existing
			CLIN 0058-hosted applications include
			x058AA_0001 through x058AA_0029.
		1	

0058AK	ES	AHS Incremental Support (Hour Increment)	Provide technical Subject Matter Expert (SME) and technical Administrative support to Government application teams, to include collaboration session participation, information gathering, planning, or other necessary activities in support of hosted applications. This service is provided in one (1) hour increments and includes both the technical SME (one person) and Administrative (one person) support personnel. This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.
0058AL	ES	AHS DIACAP Package Support (Administrative IA Certification Package Update Only)	Provide technical Subject Matter Expert (SME) and technical Administrative support to Government application teams to develop an "administrative update" to a previously developed DIACAP (IA Certification) package. The Contractor support shall include: - Reviewing all documentation created during previous full DIACAP package efforts; - Reviewing current vulnerabilities (severity level I to III for inherited base build and infrastructure controls); - Reviewing current database vulnerabilities for applications that have ordered a database uplift service, as listed in Attachment 1 (PWS) table 3.3-11; - Reviewing standard vulnerability responses (i.e. those for severity level I to III for inherited base build and infrastructure controls and those associated database uplifts) and associated report generation, to include Plan of Action and Milestones (POA&M); and - Performing additional vulnerability investigations for shared controls. This service can be ordered for all new and existing CLIN 0058-hosted applications. Existing CLIN 0058-hosted applications include x058AA_0001 through x058AA_0029.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	ONTRACT	1. CO	NTRACT ID CODE	=	1 OF 4
	B. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURCH	IASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE	D BY (I	f other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Res 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Refresh Ma	terial	ion of the C Pricing (Op 005, 00013 <i>I</i>	otion Ye	•
8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	CITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TION OF CO	NTRACT/ORDER NO.
	CILITY CODE 1U305			27 June 2013		
11. THIS IT	TEM ONLY APPLIES TO	AMENDMENTS O	F SOLI	CITATIONS		
Offers must acknowledge receipt of this amendment prior to the (a) By completing Items 8 and 15, and returning cop submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF If by virtue of this amendment you desire to change an offer alr to the solicitation and this amendment, and is received prior to	oies of the amendment; (b) By a reference to the solicitation PT OF OFFERS PRIOR TO T eady submitted, such change	acknowledging recei and amendment num HE HOUR AND DAT may be made by tele	ot of this a bers. FA E SPECIF	amendment on each o LURE OF YOUR ACI FIED MAY RESULT II	copy of the offe KNOWLEDGM N REJECTION	MENT TO BE I OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (If						
NOT APPLICABLE	ADDI IEC ONI VITO MOI	NEICATIONS OF	CONTR	CTC/ODDEDC		
	APPLIES ONLY TO MODES THE CONTRACT/ORD					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANG B. THE ABOVE NUMBERED CONTRACT/OR	ES-FIXED PRICE) DER IS MODIFIED TO RI	EFLECT THE ADN	IINISTR	ATIVE CHANGES		
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS E				103(b).		
D. OTHER (Specify type of modification and au	uthority)					
	uired to sign this documer					
14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF see	ction headings, inc	luding s	olicitation/contract	subject matt	er where feasible.)
Note: The Contractor may return a signed copy via fa	csimile or as a scanned ir	mage in portable do	ocument	format (pdf).		
	-SEE H	IEREIN-				
Except as provided herein, all terms and conditions of the docu	iment referenced in Item 9A o	r 10A, as heretofore c	hanged. ı	remains unchanged a	nd in full force	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)	_	•		OF CONTRACTIN		
(b)(6)	1	Jose Cervant	es, Co	ntracting Office	er	
15B. (b)(6)	15C. DATE SIGNED	16B. UNITED S				16C. DATE SIGNED
	7/1/15	DV.				7/1/2015
BY(Signature of person authorized to sign)		BY(Signature	of Contrac	cting Officer)		

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year 1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048 and P00053 for previous CLIN x090 definitizations.

1. In Section B, re-allocate (b)(4) from the "Not-to-Exceed" ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4) \$ (b)(4)	-

This will result in "Not-to-Exceed" ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

2. In Section B, revise the following CLIN 1090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				
1090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

(1090AA as established paragraph 1 above; 1090AB as established in P000046)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				
1090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

3. In section B, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AM	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) –				
		(TRP2_0005)				
1090AN	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) –				
		(TRP2_0013A)				
1090AP	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) -				
		(TRP2_0003C)				
1090AQ	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) –				
		(TRP2_0014A)				
1090AR	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) –				
		(TRP2_0014B)				

4. In Section C, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AM	TXS	Tech Refresh Material (TXS) – (TRP2_0005)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
1090AN	EC	Tech Refresh	This covers the purchase of (TRP2_0005) equipment.
1090AIN	ES	Material (ES) –	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of
		(TRP2_0013A)	Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This covers the purchase of (TRP2_0013A) equipment.
1090AP	TXS	Tech Refresh Material (TXS) –	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of
		(TRP2_0003C)	Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This covers the purchase of (TRP2_0003C) equipment.
1090AQ	ES	Tech Refresh Material (ES) –	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of
		(TRP2_0014A)	Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This covers the purchase of (TRP2_0014A) equipment.
1090AR	TXS	Tech Refresh Material (TXS) –	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of
		(TRP2_0014B)	Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This covers the purchase of (TRP2_0014B) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/M	CONTRACT 1. CONTRACT ID CODE			PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	I/PURCI	IASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTER	ED BY (f other than Item 6	CODE	
SPACE AND NAVAL WARFARE SYSTER CONTRACTING OFFICER: Kimberly L. R 1325 10 th Street SE, BLDG 196, Suite 30 rd Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199	Incorporate Option Year 1, Period 3 into Attachment 3; Award Fee Plan				d 3 into	
kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	SITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				N00039-13-D-	TON OF CC 0013	NTRACT/ORDER NO.
			X .	10B. DATED (SE	E ITEM 11)	
	ACILITY CODE 1U305					
TT1	ITEM ONLY APPLIES TO		***************************************			
The above numbered solicitation is amended as set for	rth in Item 14. The hour and d	late specified for recei	pt of Offer	s is extended	is not exter	nded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as	amended	by one of the followin	g methods:	
RECEIVED AT THE PLACE DESIGNATED FOR THE REC If by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior 12. ACCOUNTING AND APPROPRIATION DATA (NOT APPLICABLE	already submitted, such chan to the opening hour and date if required)	ge may be made by te specified.	elegram or	letter, provided each	telegram or le	atter makes reference
	VI APPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIX B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN ITEM	ED-PRICE) RDER IS MODIFIED TO F	rity) THE CHANGE REFLECT THE ADM E AUTHORITY OF	S SET F MINISTR FAR 43.	ORTH IN ITEM 14 ATIVE CHANGES		
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	ANT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and	authority)		····			
	quired to sign this docume					
14. DESCRIPTION OF AMENDMENT/MODIFICATI	ON (Organized by UCF se	ection headings, inc	luding so	olicitation/contract :	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via	acsimile or as a scanned i	mage in portable de	ocument	format (pdf).		
	-SEE	HEREIN-				
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9A	or 10A, as heretofore	chanoed	remains unchanged	and in full for	ce and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN		
Jonathan Dantales Contracts Manager		Kimhark Da	wie O	mtraatina Offia	~r	
Jonáthan Dantzler, Contracts Manager 158. CONTRACTOR/OFFERDR	15C. DATE SIGNED	16B. UNITED S		ontracting Office	71	16C. DATE SIGNED
	/ 11	, , , , , , , , , , , , , , , , , , , ,	.,.,=0			1 .3
(b)(6)	17-60-15	BY		(b)(6	5)	
(Signature of person authorized to sign)		(Signature	of Contrac	ting Officer)		
NSN 7540 01-152-8070 PREVIOUS EDITION UNUSABLE		30-105				DARD FORM 30 (REV. 10-83) 18 CFR) 53:243

The purpose of this modification is to incorporate the following changes into Attachment 3 - Award Fee Plan of the NGEN Contract N00039-13-D-0013:

- 1. Incorporate Option Year 1, Period 3: 1 April 2015 through 30 September 2015 into Attachment 3; Award Fee Plan.
- 2. All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.



Contract # N00039-13-D-0013 ATTACHMENT 3 AWARD FEE PLAN

FINAL

DATE: 3 JUN 2015

Program Executive Office, Enterprise Information Systems Program Manager, Naval Enterprise Networks 1325 10th Street, SE, Suite 301 Washington, DC 20374

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1. INTRODUCTION

In addition to any profit to be paid under the provisions of the contract, the Contractor may earn an award fee up to an amount set forth in the contract. This document outlines the strategy, responsibilities, procedures, and criteria for determining award fee. The primary objective of the Award Fee Plan is to motivate and reward the Contractor to provide products and services that exceed customer expectations and threshold performance requirements.

1.1 Basis for Award Fee

The Government will ensure the Contractor is given the opportunity to understand the basis for the award amount. The award fee basis is a combination of subjective criteria and performance-based metrics. The allocated fee set forth shall not be increased except as a result of an increase in the scope of effort required under the contract. Since any portion of the award fee for each evaluation period must be earned, the Contractor begins each evaluation period with an initial earned amount of 0% of the available award fee. There is no rollover of any unearned fees. This means that any award fee unearned in any period shall not be added to the amount of award fee available in any subsequent period. The Contractor shall be paid the determined amount of the award fee upon submittal of a proper invoice. There is no invoicing of award fee prior to a final determination from the Fee Determining Official (FDO) and task order execution by the Procuring Contracting Officer (PCO). Performance evaluation will also serve to advise Contractor of trends indicating strengths and/or weaknesses that might result in increase or decrease of award fee earned during evaluation periods.

1.2 Determination of Award Fee

Award fee determination ranges from 0 to 100% and will be based on the Government's assessment of the Contractor's attainment of the objective and subjective performance measures outlined in this plan. To be eligible to receive an award fee, the contractor must display performance that exceeds threshold performance. If the Contractor fails to exceed threshold performance, the Contractor will not earn an award fee. The Government shall assure fairness of evaluation as well as prompt and consistent feedback. The specific details of the overall performance assessment method are set forth herein. The Contractor will not be held responsible for failure to achieve performance for reasons directly attributable to the Government or a third party. Potential disagreements in this area are not subject to the dispute provision of this contract.

1.3 Award Fee Plan Change Procedure

The Award Fee Plan and award fee criteria may be modified to put emphasis on those areas the Government deems most critical. After the Award Fee Plan has been approved and prior to each award fee period, a review will be conducted by the Program Office and Procuring Contracting Officer (PCO) to ensure the objectives are still relevant and are written in such a way to incentivize above threshold performance. Unilateral changes to the Award Fee Plan evaluation factors and their weightings can be enacted if the PCO provides the contractor written notification fifteen (15) days or more in advance of the start of the targeted evaluation period. Bilateral changes via mutual agreement of the parties will occur when the Government desires a change to the Award Fee Plan and there are less than 15 days remaining before the start of the targeted evaluation period.

¹ Note: Award Fee is not subject to the termination clauses of this contract. In other words, costs associated with the Award Fee process are not reimbursable under this contract.

2. ORGANIZATION AND RESPONSIBILITIES

The Award Fee Board (AFB) provides an objective and subjective assessment of the contractor's performance against established criteria. The Award Fee Board membership consists of the PMW 205 Program Manager, Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), and the Lead Procuring Contract Officer (PCO). The Award Fee Board Chairperson and overall process are supported by an Award Fee Recorder. The role for each Award Fee Board member is provided in Table 1. The Fee Determining Official (FDO) makes the final determination regarding amount of award fee earned during the evaluation period and ensures the award fee process integrity is maintained.

Table 1. Award Fee Board

AFB Role	Equivalent PMW 205 or USMC Source
Fee Determining Official	Program Manager, PMW 205
Chairperson	APM, Contract Quality Assurance and Performance Management
Board Members	Deputy Program Manager, Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), and the Lead Procuring Contract Officer (PCO)
Award Fee Recorder	SPAWAR 2.0 Contract Specialist

2.1 Fee Determining Official (FDO)

The FDO is the NGEN Program Manager. The FDO shall make the final award fee determination based upon the performance evaluation recommendations presented by AFB. The evaluation criteria used by the AFB is described in detail in Section 6 of this document. The amount of the total fee to be paid to the Contractor and the methodology for determining the total fee are unilateral decisions made solely at the discretion of the Government (FAR 16.401(e)(2)). The FDO will:

- Approve the Award Fee Plan and any changes to the Award Fee Plan, award fee criteria, or methodology of determining award fee amounts.
- Convene the Award Fee Board.
- Review the recommendations of the AFB, consider all pertinent data, and determine the amount of award fee earned for each period.
- Notify the Contractor, in writing, of the amount of award fee for each award fee period with a
 description of the Contractor's strengths, areas for improvement, and future expectations.
- Authorize the Procuring Contracting Officer to make payment,

2.2 AFB Chairperson

The purpose of the AFB is to evaluate the Contractor's overall performance with particular focus on performance that meets and/or exceeds customer expectations and threshold performance. In addition to being a participatory member of the AFB, the Chairperson will:

- Collect all performance assessments from the PMW 205 APMs and the USMC AFB representative(s) and develop a single, coherent Evaluation Report, to include the recommended award fee amount.
- Provide the collective AFB Evaluation Report to the AFB members for review and comment.
- Schedule and Chair the AFB meeting.
- At the appropriate time, provide the AFB Evaluation Report to the FDO for approval.
- Prior to each award fee period, facilitate and document recommended changes to the Award Fee Plan and present the revised plan to the FDO for approval.

2.3 AFB Members

Award Fee Board members will:

- Be familiar with the contract requirements, this Award Fee Plan, and the NGEN QASP especially the performance rating criteria for their assigned evaluation areas.
- Conduct assessments according to contract requirements and the Award Fee Plan, ensuring evaluations are fair and accurate.
- Understand the performance requirements and monitor Contractor performance levels necessary to achieve each level of performance as defined in the Award Fee Plan.
- When applicable, collect and include performance evaluation inputs from stakeholders and team members, to include recommended award fee percentages.
- Maintain written records of Contractor's performance and provide a performance report in assigned evaluation areas that details specific examples where:
 - o (1) performance exceeds contract threshold requirements;
 - o (2) performance exceeds customer expectations;
 - o (3) performance improvement has occurred since the previous award period; and/or
 - o (4) performance meets or is below contract threshold requirements, where improvements are necessary or desired.
- Document the collective findings via an evaluation report (MS Word) and an evaluation brief (PowerPoint).
- Participate in AFB meetings and briefings.
- Submit the evaluation report to the AFB Chairperson and Recorder as directed.
- Prepare the evaluation brief for eventual presentation to the FDO.
- At the appropriate time, document recommended changes to the Award Fee Plan.

2.4 Award Fee Recorder

The Award Fee Recorder will coordinate the administrative actions necessary to manage the AFB activities, including:

- Manage all activities associated with the AFB process, including scheduling and assisting with internal evaluation milestones.
- Notify AFB members of when and what required reports are due.
- Receive, process, and distribute evaluation reports from all required sources.
- Consolidate assessments and recommendations for presentation to the AFB for evaluation periods.
- Document and maintain AFB activities in official files.
- Maintain official AFB files and internal procedures and other documentation that have a bearing on the FDO's decision.
- Record and distribute minutes of the AFB meetings (a copy of which will be provided to the PCO for retention in the contracting organization's files).

2.5 Procuring Contracting Officer

The PCO is the liaison between Contractor and Government personnel on all issues. The PCO will:

- Act as the liaison between the Contractor and Government personnel.
- Notify the Contractor of the initial and final performance findings.
- Prepare FDO Award Fee determination letter along with a description of Contractor's performance, strengths, weaknesses, improvement areas, and expectations for future performance.
- Forward FDO decision with regard to the award fee determination.
- As directed by the FDO, execute modifications to the contract to incorporate changes to the Award Fee Plan.
- Maintain the contract file.

3. AWARD FEE EVALUATION PROCESS

The Contractor will be subject to a Firm Fixed Price/Award Fee (FPAF) process to incentivize Contractor's performance at or above acceptable service threshold performance and standards outlined in the NGEN Performance Work Statement (PWS). The Government shall provide specific performance areas in the Award Fee Plan to evaluate the Contractor's performance during each evaluation period with the specific intent of identifying performance that exceeds threshold requirements. Criteria may be modified each award fee period.

No later than 35 days after the award fee period concludes, the Government shall conduct an Award Fee Board to assess the Contractor's performance. Inputs such as the Contractor's Self-Assessment, Service Level Manager performance assessments and other supporting justification will be considered during the AFB.

3.1 Award Fee Board Evaluation Process

The Award Fee Board (AFB) evaluation process will proceed as follows:

- Prior to the end of the evaluation period the AFB Chairperson and Recorder will establish a
 schedule for each required evaluation process step and notify the AFB members of the upcoming
 Award Fee process requirements.
- AFB members will submit quarterly performance assessments for their respective areas of emphasis to the AFB Chairperson and Recorder. The content of each performance assessment shall explicitly address and document contractor performance/accomplishments at and/or above customer expectation and threshold performance².
- Within fifteen (15) business days after the end of an evaluation period, the Contractor shall furnish to the PCO a self-assessment for each performance area under review, including any information that may be reasonably required to assist the AFB in evaluating the Contractor's performance for the evaluation period. This self-assessment may not exceed 50 pages in length.
- The AFB evaluation may occur within fifteen (15) business days after due date for the Contractor's self-assessment. The AFB may consider additional reports, both oral and written. Performance assessment results and supporting rationale will be reviewed, integrated, and the AFB will arrive at consensus agreement on the performance rating.
- The AFB Recorder will document AFB discussions and deliberations in the meeting minutes.
 These minutes, with the briefings, will provide a record of the events leading to the FDO
 decision. The minutes and briefings comprise the official file to substantiate the award fee
 decision.

3.2 Award Fee Board Findings

Determinations by the FDO with respect to the amount of the total fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government (FAR 16.401 (e)(2)).

- Forwarding award fee recommendation to the FDO. Not more than thirty-five (35) business days after any evaluation period, the rating will be compiled by the AFB Chairperson who will then develop and forward the overall award fee recommendation to the FDO. The AFB's recommendation to the FDO will include supporting rationale, dissenting opinions, and any significant changes recommended to the Award Fee Plan.
- Notifying the Contractor of FDO Proposed Final Determination. The FDO makes the proposed final determination and, via the PCO, will notify the Contractor in writing of the award fee proposed, including an evaluation of Contractor's performance. This correspondence will include supporting data/information as applicable. The Contractor may provide a written response or acceptance to the PCO within seven (7) calendar days of proposed final determination letter. The FDO will consider these comments when establishing the award fee earned. The FDO will then provide the PCO a final performance evaluation and determination of the award fee earned for that period within seven (7) calendar days after receipt of the AFB's findings or the Contractor's written comments, whichever is later.
- Issuing a Unilateral Task Order. Once the FDO provides final performance evaluation and determination of the award fee to the PCO, the FDO will authorize the PCO to award the determined fee. The PCO will issue a unilateral task order / contract modification for the payment of the award fee to Contractor within fifteen (15) days after receiving authorization from the

² Note: Assessment information that details Contractor performance/accomplishments that are below threshold performance shall be documented in the annual Contractor Performance Assessment and Reporting System (CPARS) process.

FDO. The goal is to have the award fee payment to Contractor sixty (60) days from the end of the award fee period.

4. AVAILABLE AWARD FEES AND EVALUATION PERIODS

The available award fee for each evaluation period for this contract is set forth below in Table 2. The Contractor may earn a total award fee amount of up to \$92.02M during the period of performance of the contract up to FY17 if all options are exercised. All award fee determinations are independent of other determinations for the NGEN program.

Table 2. Award Fee Pool and Evaluation Periods

Contract Year	Award Fee Period	Term	Allocated Award Fee per Year (SM)	Award Fee Percentage (%)	
Base Year	1	Annual			
O-6 V O	2	Mid-Term			
Option Year One	3	Annual			
O-4	4	Mid-Term			
Option Year Two	5	Annual	(1)(1)		
O	6	Mid-Term	(b)(4)		
Option Year Three	7	Annual	activities.		
A.C. V. P	8	Mid-Term			
Option Year Four	9	Annual			
TOTAL AWARD FE	Е				

5. ADJECTIVAL RATING CRITERIA

The adjectival ratings associated with the respective award fee percentage and evaluation criteria are provided in Table 3.

Table 3. Adjectival Rating Descriptions

Adjectival Rating	% Award	Description
	Fee Range	Pearly in the second se
Far Above Customer Expectations and Threshold Performance	91 -100%	The Contractor successfully achieved threshold performance. Additionally, in almost all cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Significantly Above Customer Expectations and Threshold Performance	76 - 90%	The Contractor successfully achieved threshold performance. Additionally, in most cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Above Customer Expectations and Threshold Performance	51 75%	The Contractor successfully achieved threshold performance. Additionally, in some cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
At Customer Expectations and Threshold Performance	≤50%	The Contractor in almost all cases successfully achieved threshold performance; Additionally, in a few cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Below Customer Expectations and Threshold Performance	0%	The Contractor in almost all cases did not successfully achieve threshold performance or meet customer expectations as defined in this Award Fee Plan.

6. EVALUATION FACTORS

The NGEN program evaluation criteria will be subject to those actions considered to be within the control of the Contractor. The criteria listed in Table 4 shall be used to evaluate the Contractor performance for each factor listed below.

Table 4. Percentage of Award Fee per Evaluation Factor

No. 1	Evaluation Factors	% Allocated from Award Fee Pool			
I	Technical Performance				
2	Transition Support				
3	Management Performance (USN)	(b)(4)			
4	Management Performance (USMC)				
5	Small Business Participation				

6.1 Technical Performance

- **6.1.1 Service Delivery Performance.** Service Level Requirement (SLR) level of service scores are calculated by averaging monthly performance data across the period of performance. Measures are aligned to SLR thresholds and objectives outlined in Attachment 13 of the NGEN contract.
- **6.1.1.1 Enterprise Messaging Services.** Measures the percentage of time that NIPR and SIPR email is available at the end user workstation. This is a measured transaction that is generated from the representative end user workstation/s (end point/s) across the full connection infrastructure including the LAN, BAN, and WAN. Reference SLR 101. The award fee criteria are provided below.

Table 5. Criteria for Enterprise Messaging Services

Adjectival Rating	Performance Targets	Level of Service
T- Ab Control Translation of The Laboratory	Percentage	≥99.99%
Far Above Customer Expectations and Threshold Performance	Time	
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥99.90%
Significantly Above Customer Expectations and Threshold Performance	Time	
A have Customer Everatorions and Threshold Darfarmanas	Percentage	≥99.80%
Above Customer Expectations and Threshold Performance	Time	
At Customer Europtetians and Threshold Parformance	Percentage	>99.70%
At Customer Expectations and Threshold Performance	Time	

6.1.1.2 Electronic Software Delivery Services. Enterprise measure of the success of software patches, updates and upgrades delivered to end user devices, servers and appliances. Reference SLR 102. The award fee criteria are provided below.

Table 6. Criteria for Electronic Software Delivery Services

Table of Criteria for Elected Care Softiff and Deliver	01 3 501 11005	
Adjectival Rating	Performance Targets	Level of Service
	Percentage	≥99.00%
Far Above Customer Expectations and Threshold Performance	Time	
Cignificantly, Ahava Customar Ermostations and Threshold Darformana	Percentage	≥98.50%
Significantly Above Customer Expectations and Threshold Performance	Time	
Alter Control Properties and Theoretical Properties	Percentage	≥97.50%
Above Customer Expectations and Threshold Performance	Time	
As Contained Transactions and Threshold Deef	Percentage	>97.00%
At Customer Expectations and Threshold Performance	Time	

6.1.1.3 Malware Detection and Prevention Services. Enterprise measure of the percentage of complete pushes relating to malware signature and IA component policy files for all applicable NMCl network connected devices. Service provider will update all signatures & update files for all IA and security components. Reference SLR 104. The award fee criteria are provided below.

Table 7. Criteria for Malware Detection and Prevention Services

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations and Threshold Performance	Percentage	=100.00%
Tai Above Customer Expectations and Threshold Performance	Time	≤8 hours
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥99.90%
Significantly Above Customer Expectations and Threshold Performance	Time	≤12 hours
Above Cystomas Especiations and Thrishold Daufanness	Percentage	≥99.90%
Above Customer Expectations and Threshold Performance	Time	≤18 hour
At Containing Transfer and Throntold Doub	Percentage	≥99.90%
At Customer Expectations and Threshold Performance	Time	<24 hours

6.1.1.4 End User Computing Services. End User Incident Resolution: Enterprise measure of the percentage of resolved incidents (via customer impacting trouble tickets) against identified performance metrics. Reference SLR 105. The award fee criteria are provided below.

Table 8. Criteria for End User Computing Services

	2. 64.7		AUX ANIEM COUL	COMPTENDED IN	11000	
Adjectival	SLR Number	[05.LOSI.24HRS	105 LOS1 96HRS	105 LOST 336HRS	105 LOS2 2HRS	105 LOS2 24FRS
Rating	Level of Service	LOS)	1.08 1	LOS 1	LOS 2	LOS 2
Far Above Customer	Target Percentage	>90.00%	≥90.00%	≥99.00%	>90,00%	>99,00%
Expectations and Threshold Performance	Target Time	≤ 4 hours	≤ 96 hours	≤ 336 hours	≤ i hour	≤ 16 hours
Significantly Above Customer Expectations	Target Percentage	≥87.00%			>90.00%	>99.00%
and Threshold Performance	Target Time	≤4 hours	18 c		≰ 1.25 hours	≤ 18 hours
Above Customer	Target Percentage	≥84.00%	-1		>90.00%	>99.00%
Expectations and Threshold Performance	Target Time	≤ 4 hours			≤ 1.75 hours	≤ 21 hours
At Customer Expectations and Threshold Performance	Target Percentage	280,00%			≥90.00%	≥99.06%
	Target Time	≤ 4 hours	ann a		≤ 2 hours	≤ 24 hours

6.1.1.5 Service Desk Services. Enterprise measure of the restoration time of services associated with the network infrastructure measured against an identified network incident. A network incident is defined as an unplanned service disruption or degradation. Reference SLR 106. The award fee criteria are provided below.

Table 9. Criteria for Service Desk Services - Network Incident Resolution

Adjectival	SLR Number	166.LS.1HR	106.ES.4HRS	106.LS.18HRS	186.55.4HRS	106.5S.24HRS	106.VS.4HRS	106.VS.24H RS	10G.VSSD.12 HRS	106.VSSD.24 HRS
Rating	SLP Note:	Newest Incides	i Resolution – Lure	Type I I Sees		ical Resolution spc 1.2 stack	Network Incident Type	Cachitics - VS Sites		nt Resolution – speci Sites
Far Above Customer Expectations	Tarper Percentage	>50:00%	>90.00%	≥98,00%	>80,00%	≥98,00%	≥70.00%	≥98.00%	≥80.00%	≥95,00%
and Threshold Performance	Target Time	≤1 hour	≾ 4 hours	≾ 18 hours	≤4 hours	≤ 12 hours	≤4 hours	≲ 24 hours	- ≤-12 hours	≤ 24 hours
Significantly Above	Target Persontage	≥45.00%	285 00%		≥76,00%	≥98,00%				
Customer Expectations and Threshold Performance	Target Time	≝ i bour	≤ 4 bours		≲ 4 bours	≤ 16 hours				
Above Cassomer Expectations and	Target Percentage	≥35.00%	≥80.00%		≥73.00%	≥98.00%				
Threshold Performance	Target Time	≤lbour	≤4 hours		\$4 hours	≤ 20 hours				
As Customer Expectations and	Target Percentage	≳25 00%	≥75,00%		≥70.00%	≥98.00%				
Threshold Performance	Target Time	≲ l hour	≤4 hours		≤ 4 hours	≤ 24 hours				

6.1.1.6 Print Services. Print Services Availability: Enterprise measure of the availability of all print servers throughout the NMCl environment. Reference SLR 211. The award fee criteria are provided below³.

Table 10. Criteria for Print Services

Adjectival Rating	Performance Targets	Level of Service
For Alberta Costomor Francisco and Threshold Borforman	Percentage	≥99.50%
Far Above Customer Expectations and Threshold Performance	Time	

6.1.1.7 Service Desk Services. Measures the average of time a caller waits, after choosing the last voice menu prompt on the Automated Call Distribution (ACD) system and before an agent answers or the customer is forwarded to the appropriate voice mailbox. Reference SLR 213. The award fee criteria are provided below.

Table 11, Criteria for Service Desk Services - Average Speed to Answer

Adjectival Rating	9943	Performance Targets	Level of Service	
Far Above Customer Expectations and Threshold Performance		Percentage		
Par Above Customer expectations and Threshold Performance	Γ	Time	≤40 seconds	

6.1.1.8 Service Desk Services. Enterprise measure of the time it takes for a service desk agent to contact a customer in response to a voice mail or email. Reference SLR 214. The award fee criteria are provided below.

Table 12. Criteria for Service Desk Services - Average Speed of Response

Adjectival Rating	Performance Targets	formance Targets Level of Service & SLR Number		
		214.VM	214.EM	
Far Above Customer	Percentage			
Expectations and Threshold Performance	Time	≤60 minutes	≤4 hours	

6.1.1.9 Authentication and Authorization Services. User Authentication Logon Services shall be measured from the end-user device and test the time required for the end-user cryptographic logon request to traverse the intranet, validate the end-user's identity and permit the end-user to access the network. Reference SLR 219. The award fee criteria are provided below.

Table 13. Authentication and Authorization Services

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations and Threshold Performance	Percentage	≥90% of the time
	Time	≤30 seconds

³ For SLRs where the objective measure was the same as the threshold, the Contractor only needed to meet the threshold to receive a "Far Above Customer Expectations and Threshold Performance" adjectival rating.

6.1.1.10 LAN Services. Measures the availability of connectivity for LANs and attached devices and will be calculated as the percentage of time that the LAN network is capable of accepting and delivering application data to the total time in the measurement period. It is measured end-to-end from LAN demarcation to the LAN point of presence. Reference SLR 222. The award fee criteria are provided below.

Table 14. Criteria for LAN Services

Adjectival Rating	Performance Targets	Level of Service
For About Customer Expectations and Threehold Doufermen as	Percentage	≥99.90%
Far Above Customer Expectations and Threshold Performance	Time	

6.1.1.11 BAN Services. Enterprise measure of the availability of connectivity for Navy BANs and attached devices and will be calculated as the percentage of time that the BAN network is capable of accepting and delivering application data to the total time in the measurement period. It is measured end-to-end from BAN demarcation to the LAN point of presence, Reference SLR 225. The award fee criteria are provided below.

Table 15. Criteria for BAN Services

Adjectival Rating	Performance Targets	Level of Service
P. Al. C. A. P. C. A. C.	Percentage	≥99.90%
Far Above Customer Expectations and Threshold Performance	Time	

6.1.1.12 Problem Management. The percentage of Critical Problems for which the root cause is identified within a specified time period from the Critical Problem's inception. Reference SLR 302.2. The award fee criteria are provided below.

Table 16. Criteria for Problem Management

Adjectival Rating	Performance Targets	Level of Service
	Percentage	≥95.00%
Far Above Customer Expectations and Threshold Performance	Time	≤8 days
C' 'C' 1 Al C	Percentage	≥90.00%
Significantly Above Customer Expectations and Threshold Performance	Time	≤ 8 days
AT O	Percentage	≥85.00%
Above Customer Expectations and Threshold Performance	Time	≤ 8 days
	Percentage	>80.00%
At Customer Expectations and Threshold Performance	Time	≤ 8 days

- **6.1.2 Project Performance.** The Government will evaluate the Contractor on the technical performance in the completion of projects. Engineering, Certification & Accreditation and Testing will be evaluated for project performance.
- **6.1.3** Enterprise Engineering Design and Support Services. The Government will evaluate the Contractor on the effectiveness of engineering and technical support for services, systems, and infrastructure to include the quality of engineering products (e.g. DSEM Technical Packages, Requests for Change, Baselines) and efficiency in process support for areas such as change and configuration management. The Contractor's ability to fully implement and integrate its Systems Engineering process (Defense Systems Engineering Method) will also be evaluated, to include preparing for DSEM Technical Reviews (DTRs).

6.1.4 Certification & Accreditation (C&A). The Government will evaluate the Contractor on its ability to complete C&A packages that achieve accreditation on the first attempt. Accreditation received through interim Authority to Operate (IATO) shall be counted as a successful accreditation, provided an Authority to Operate (ATO) is achieved within the required timeframes. The accreditation percentage measurement equals the total number of successful accreditations on first attempt divided by the total number of adjudicated packages

Table 17. Criteria for Certification and Accreditation (C&A)

Adjectival Rating	Performance Targets	Level of Service
Far Above Customer Expectations	Success rate on the first attempt	≥90.00%
and Threshold Performance	Success rate for all third attempt accreditations	100.00%

- **6.1.5** Service Validation & Test (SVT). The Government will evaluate the Contractor on their effective execution of testing services and support, inclusive of quality test results, compliance with technical and operational thresholds, effective communication and meeting planning goals and schedules. The Contractor will be evaluated on the level of cooperation and integration of Government personnel at the Contractor test facility. The Government will also assess the quality of test plans, test procedures and test results.
- **6.1.6** Modernization and Innovation. As technologies evolve, the DON will look for the Contractor, in partnership with the Government, to recommend areas for modernization which permit operations to be conducted more efficiently. The primary process for modernization and innovation is the Technology Refresh Plan (TRP). The Contractor will be evaluated on its completion of Analysis of Alternatives (AoAs), successful integration of TRP triggers for proactive refresh planning and prioritization, and Government acceptance of alternate technologies that increase performance or lower expenses.
- 6.1.7 Facility/Auxiliary Drawings. The government will perform a subjective evaluation on the contractor's ability to ensure current drawings are: (1) maintained; and (2) updated when facilities related work is performed. The contractor shall maintain drawings that include all installed facilities and auxiliaries equipment (HVAC and cooling coils, electrical systems and power panels, fire detection and suppression systems, uninterruptible power supply, batteries, and generators) as per PWS Section 3.5.8 and CDRL A050.
- **6.1.8 NGEN Managed Software Assets.** The Government will perform a subjective evaluation on the contractor's ability to identify, track, report, and manage all NGEN software assets. The Contractor shall identify and manage changes to license requirements for the network for the following areas of concern:
 - Inventory sufficiency via monthly reviews of "in-use" and licensed assets for all software to ensure licensed inventory exceeds or matches "in-use" software quantities,
 - Contractor responsiveness to remedy identified excess "in-use" quantities (license shortfalls) in a timely fashion. Monthly reviews of "in-use" and licensed assets for all software will be used to identify months showing excess "in-use" quantities.
- 6.1.9 Asset Management System. The Government will evaluate the Contractor's implementation and utilization of their asset management system, specifically looking to assess Asset Management data quality to achieve 98% data accuracy for unclassified assets and 100% data accuracy for classified assets as per PWS Section 3.4.1.3e (i) and CDRL A029. The government will assess the precision for a random sample not to exceed 3000 asset records and evaluate the following fields: serial number, asset tag, lUID, site, building, floor, room, row, rack, and status. The award fee criteria are provided below.

Table 18. Criteria for Asset Management System

Adjectival Rating	Performance Targets	Accuracy
Far Above Customer Expectations and Threshold Performance	Percentage	100.0%
Significantly Above Customer Expectations and Threshold Performance	Percentage	≥99.0%
Above Customer Expectations and Threshold Performance	Percentage	≥98.5%
At Customer Expectations and Threshold Performance	Percentage	≥98.0%

- **6.1.10 Configuration Management.** The Government will evaluate the Contractor's implementation, accuracy and utilization of their Configuration Management System (CMS). The Government will evaluate the following:
 - The contractor's delivery and Government acceptance of the technical baselines. These are the fundamental foundation of the Configuration Management Systems.
 - The Contractor's ability to achieve and maintain Configuration Management in accordance with the CMIP. This includes the Contractor's ability to identify, track, and report all NGEN-managed assets and Configuration Items (CIs) (including those that support infrastructure) through the Contractor-provided Configuration Management Data Base (CMDB) at the hardware, software, and system levels, including reporting capability. The accuracy threshold for NGEN managed CIs and assets are 98%. The Contractor will measure performance via physical and logical audits of statistical significant sample sizes (greater than 15% annually CDRL A043) of the CIs and assets that are active in the CMS and Asset Management System. The Government will also conduct spot check verification audits to confirm data in submitted reports. Periodicity of these checks will be based on results.

6.2 Transition Support

- **6.2.1 Final Transition Complete.** The government will perform a subjective evaluation on the contractor's ability to accomplish and support the accomplishment of key activities that defined Final Transition Complete.
- 6.2.2 Government/HPES Operating Model Alignment. The NGEN Operating Model outlines the NGEN processes, services, roles, responsibilities and tactics by which the Government will execute oversight and control of the NGEN environment. The key elements covered by the NGEN operating model are the NGEN service and process model along with the governance model, performance management framework and functions like project and demand management. The contractor's performance assessment will be based on the conformance, implementation, automation, and maturation of the NGEN operating model. The Contractor's performance will be measured by its ability to demonstrate integration, maturity and improvement of the operating model into the NGEN environment via the award fee criteria are provided below.

Table 19. Criteria for Operating Model Alignment

Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 100% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 100% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
Significantly Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 75% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 75% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
Above Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 50% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 50% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.
At Customer Expectations and Threshold Performance	This criteria is based upon the Contractor's demonstration of the automation, implementation, and maturation of the NGEN service and process model. The contractor shall integrate and automate the service and process model by configuring 25% of the applicable enterprise tooling environment to reflect the automation of the service model and its monitoring/management via the NGEN tools suite. The contractor shall also demonstrate the NGEN service and process model integration in 25% of the NGEN projects via defined touch points in all phases of the NGEN sustainment and new projects.

6.2.3 NGEN Tools Implementation. The goal for NGEN tools implementation is to pass data to the Navy and DOD Enterprise management organizations when required and designed to supply information for decisions related to command and control of the network. The Contractor's ability to complete ITSM tool implementation activities and deliver required Optimization Cycle Plan by DAC 400 and enhance the automation to gain efficiencies via the NGEN tooling environment and to support the knowledge capture to populate the NGEN Tool Registry. The award fee criteria are provided below.

Table 20. Criteria for NGEN Tools Implementation

Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 100% population of the NGEN tools registry.
Significantly Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 75% population of the NGEN tools registry.
Above Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 50% population of the NGEN tools registry.
At Customer Expectations and Threshold Performance	The contractor shall demonstrate the ability to support government requests for stakeholder access to NGEN tools; for 25% population of the NGEN tools registry.

6.3 USN Management Performance

- 6.3.1 Project Management. The government will evaluate the Contractor's ability to manage and report on the overall health and status of the program as well as a project via project planning that includes a critical path for successfully completing a project. Project oversight shall be led by the Contractor's Project Manager who holds regular (weekly) meetings to review the status, milestones, risks and issues, and success criteria of the project with the Government. Program management will be evaluated subjectively relative to key personnel's ability to hold project managers accountable, deliver projects on schedule, utilization of sound judgment and risk management leadership, ability to assist the program proactively with emerging requirements discussions, and ensure engineering discipline is balanced with the need for speed of delivery across program/project tactical, operational, and strategic initiatives. The quality and scope of innovative ideas towards new and more efficient ways of doing business as well as leadership in maturation and efficiency of NGEN processes will also be considered.
- **6.3.1.2 Project Schedule.** The government will evaluate the Contractor's ability to develop and adhere to a project schedule baseline that incorporates realistic timelines while seeking to accelerate solutions to when needed to meet the Government's requirements. The Contractor shall identify schedule risks included in the project plan. Critical milestones are planned as early as possible to provide for maximum program contingency time.
- **6.3.1.3** Workload Execution. The Government will evaluate the Contractor's ability and timeliness in responding to both sustainment project efforts and new project work. This includes quality and timeliness of the responses. This evaluation includes requests for proposal (RFP) responses to new projects entered into the RAPT Tool and Contractor plans for sustainment work. Unless otherwise explicitly stated by the Government, the Contractor shall never sacrifice the health of a sustainment project to complete new project efforts.
- **6.3.1.4 Risks and Issues.** The Government shall evaluate the Contractor's ability to identify and track project risks and issues. This includes the Contractor's ability to develop mitigation strategies to overcome identified risks and manage known issues.

6.3.2 Management Responsiveness.

6.3.2.1 The Government will evaluate the Contractor's ability and timeliness in responding to contract requested changes and/or issue resolution.

Table 21. Criteria for Management Responsiveness

	I WOLVE ZA CI I C
Adjectival Rating	Performance Targets
Far Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within one (1) business day of notification
Significantly Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within two (2) business days of notification
Above Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within three (3) business days of notification
At Customer Expectations and Threshold Performance	The contractor shall demonstrate timely and quality response within five (5) business days of notification

6.3.2.2 Agility. The Government will evaluate the Contractor's agility in how they respond to Government requests for action as well as the processes they offer for delivering a solution. Agile processes focus on speed, smartness, and simplicity; they incorporate rapid iterative planning and development cycles and they rely on collaboration between the Contractor and the Government to identify the work that needs to be accomplished in a prioritized fashion.

6.3.3 Contract Data Requirements Lists (CDRLs).

The government will evaluate CDRLs prepared and delivered/published by the Contractor based on timeliness of submission, content, quality, and similar attributes for any resubmission of reworked CDRLs. CDRLs will be submitted in a timely fashion by the Contractor to the Government, with a CDRL data set that is accurate and complete, containing data values that are current at time of report generation date. Deliverables are to be submitted in a format that is complete, clear, concise, technically accurate, and easily understood. The Contractor shall incorporate CDRL corrections identified by the Government as a version update.

Table 22. Criteria for CDRLs

Adjectival Rating	Performance Targets	Metric (%)
Far Above Customer	Timeliness of CDRLs delivery	100%
Expectations and Threshold	First time CDRL acceptance	100%
Performance	Delivery completed in the required or acceptable format	100%
Cinificants Alexander	Timeliness of CDRLs delivery	≥90%
Significantly Above	First time CDRL acceptance	≥90%
Customer Expectations and Threshold Performance	When required, second time CDRL submissions and subsequent acceptance	100%
	Timeliness of CDRLs delivery	≥90%
Above Customer	First time CDRL acceptance	≥90%
Expectations and Threshold Performance	When required, second time CDRL submissions and subsequent acceptance	≥90%
	Timeliness of CDRLs delivery	≥80%
At Customer Expectations	First time CDRL acceptance	≥80%
and Threshold Performance	When a second time CDRL submission is required, the percentage of immediate subsequent acceptance	≥80%

6.3.4 Governance Entities. The Government will evaluate the Contractor's ability to leverage governance entities (Program Management Review, Security/Technical Enterprise Action Group, Risk Management Board, Enterprise Configuration Control Board, Training Requirements Review Board, Service and Process Owners Council, Incident Management Working Group, and Problem Management Working Group) to identify, understand, clarify, communicate and resolve service management and delivery issues. Because the governance entities are designed to support the management and delivery of services, Contractor above threshold performance in this area will result in faster, more effective, and less costly removal of program challenges that are impediments to acceptable program schedule, quality and risk. The criteria for meeting overall schedule and technical performance requirements of the contract are as follows:

- The contractor shall have knowledgeable and actively participating representatives present at all scheduled governance entities; and
- The contractor participation shall provide value-added substance, problem resolution, insight, and knowledge to the subjects and issues discussed.

6.3.5 Security. The contract includes security requirements in the Performance Work Statement, Contract Clauses and in the DD Form 254 (Contract Security Classification Specification). This factor will be utilized to evaluate the Contractor's performance in areas identified below. The Contractor's performance in this factor will be evaluated based on its ability to demonstrate, via auditable records, compliance with the Contract's security requirements. Specifically, the Contractor's performance during each evaluation period will be judged in the following primary categories.

6.3.5.1: Common Access Card (CAC) Issuance, Tracking and Retrieval:

The Government will evaluate the Contractor's CAC procedures for Prime and Subcontractor employees on NGEN. Timeliness, accuracy of requests and record keeping will be reviewed to verify that the Contractor facilitates and tracks the return of the CAC to the government. Ensure personal data for all Prime and Subcontractor employees is accurately maintained from CAC issuance to return. Contractor will follow its own procedures as well as Government CAC requirements identified or referenced in the Contract.

- **6.3.5.2: Joint Personnel Adjudication System (JPAS) Records Review:** The Government will evaluate the Prime Contractor's use of JPAS to update and maintain employee records as required to ensure continued eligibility and to document individual adverse information when required.
- **6.3.5.3:** Issuance and tracking of DD Form 254s for all Tiers of Subcontractors: The Government will evaluate the Contractor's procedures and documentation to verify the FSO properly issues and tracks DD Form 254s for all subcontractors (all Tiers) and provides copies to the Government. The Contractor maintains records of all DD Form 254s issued under the Contract and documents corrective actions related to any DD Form 254 errors or non-compliance identified. The Contractor will seek the signature of the Government Security Representatives on Sub-DD Form 254s for all special security requirements.
- **6.3.5.4:** Sensitive Position Eligibility: The Government will evaluate the Contractor's procedures and documentation to verify that the Contractor adheres to written procedures for security clearance eligibility and IT Level assignment. That all Prime and Subcontractor personnel assigned to information systems positions designated IT-I and IT-II and IT-III, have and maintain valid background investigation eligibility commensurate with the level of IT access required. Prime and Subcontractor personnel with cleared access requirements maintain proper clearance eligibility.
- **6.3.5.5:** Contract Security Oversight and Incident Response: The Government will evaluate the Contractor's timely and accurate responses to Government requests for information related to contract security oversight. The Government will evaluate the Contractor's response to security incidents or security related issues discovered by the Contractor or the Government. The Contractor will be evaluated on its effectiveness in preventing and mitigating significant security incidents.

6.4 USMC Management Performance

6.4.1 Overall Program Management

- 6.4.1.1 The Government will evaluate the degree of Contractor management foresight into program planning, depth of analysis, accomplishment of tasks, advance identification of problems and problem resolution, integrating total program concept, and a comprehensive management approach.
- **6.4.1.2** The Government will evaluate how the Contractor responds to government comments and requests for action. This includes the quality and timeliness of the responses. This evaluation includes requests for proposals (RFP) responses to Project Support Task Orders (PSTOs).
- **6.4.1.3** The government will evaluate how the Contractor planned critical milestones as early as possible to provide for maximum program contingency time.
- **6.4.1.4** The Government will evaluate the Contractor's demonstrated ability to conserve Government resources, thus reducing Government participation in Contractor meetings, reducing the need for Government oversight, and eliminating the requirement for the Government to procure additional services.
- **6.4.1.5** The Government will evaluate the Contractor's ability to conduct Governance meetings, including the Program Management Review (PMR). This includes the scheduling agenda determination, meeting execution, and post-meeting activities.

6.4.2 Problem Identification and Incident Resolution.

- **6.4.2.1** The Government will evaluate Contractor communication and how the contractor facilitates rapid exchanges of information and resolves problems.
- **6.4.2.2** The Government will evaluate the Contractor's quality and timeliness of responses to high priority action items.

6.4.3 Asset Management.

- **6.4.3.1** The Government will evaluate the Contractor's implementation of the Enterprise Services and Transport Services staffing plan per the USMC QASP. This includes the Contractor's ability to adhere to an agreed upon staffing schedule. Once the initial staffing is completed, it includes the ability to maintain specific staffing goals per the QASP
- **6.4.3.2** The Government will evaluate the Contractor's ability to identify, track, and report on all NGEN assets, this includes the accuracy of reporting on staff hiring, firing, and resignations.
- **6.4.3.3** The Government will evaluate the Contractor's ability to meet or exceed the required staffing qualifications. This includes the required certifications and experience levels per the Attachment 8 Rate Card.
- **6.4.4 Contract Data Requirement Lists (CDRLs).** The government will evaluate the Contractor's ability to submit the USMC CDRLs, including quality and timeliness. It includes the quality and timeliness of Contractor responses to the Government CDRL review comments and questions.

6.5 Small Business Participation.

The contract provides Small Business Participation requirements for the services that comprise the ES and TXS contract segments of the NGEN Program. The Contractor(s)' performance in this factor will be evaluated based on its achievement of the small business participation goals in assisting the Government with the planning, training, and executing services provided under the contract to Government personnel and Successor Contractor(s). Specifically, the Contractor(s)' performance during each evaluation period will be judged in the following primary category:

• Small Business Subcontractor Management. To encourage continued small and small disadvantage business participation at a level higher than the minimum NGEN Subcontracting Goals, as stated in the approved subcontracting plan and included as a material part of this contract, the extent to which the contractor has exceeded the subcontracting participation requirements will be assessed. Credit for subcontracting goals will include tier one, tier two, and tier three. See Table 21 for additional detail.

Table 23. Criteria for Small Business Utilization

	Table 23. Criteria for Small Business Utilization						
Adjectival Rating	Definition	Justification					
Far Above Customer Expectations and Threshold Performance	Exceeds all six goals and met all of the other negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), womenowned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been no problems. The contractor shall identify multiple significant events and state how they were a benefit to small business utilization. A singular benefit, however, could be of such magnitude that it constitutes an Excellent rating. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.					
Significantly Above Customer Expectations and Threshold Performance	Exceeded at least four goals and met all of the negotiated subcontracting goals for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been no problems. The contractor shall identify a significant event and state how they were a benefit to small business utilization. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.					
Above Customer Expectations and Threshold Performance At Customer Expectations and Threshold Performance	Exceeded at least two goals and met all of the negotiated subcontracting goals and demonstrated a good faith effort to exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner. Met most of the negotiated subcontracting goals. Demonstrated a good faith effort to meet or exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	There should have been only minor problems the contractor addressed or took corrective action to resolve. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified. There should have been only minor problems, or major problems the contractor has addressed or taken corrective action. There should have been no significant weaknesses identified. A contractor will not be assessed a rating of lower than Satisfactory solely for not performing beyond the requirements of the contract.					

End of Document

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						PAGE OF PAGES 1 OF 10	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	I/PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)	
P00057	SEE BLOCK 16C.						
6. ISSUED BY CODE	N00039	7. ADMINISTER	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	eavis, Code 2.1E5	x008, x010 Navy Work	, x01 ing C	1, x015 (Opti apital Fund	on Year Fair-Sh	are Amounts	
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	d ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	SITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE				9B. DATED (SEE	72% SYLEXUM. E20.58	NTRACT/ORDER NO.	
HERNDON, VA 20171			2050	N00039-13-D-	0013		
200			X	10B. DATED (SE	E ITEM 11)		
	CILITY CODE 1U305	AMENDMENTS ()F 001	27 June 2013			
	ITEM ONLY APPLIES TO					TOTAL M	
The above numbered solicitation is amended as set fort	h in Item 14. The hour and da	ate specified for receip	t of Offer	is extended	is not extend	ed.	
Offers must acknowledge receipt of this amendment prior to	he hour and date specified in	the solicitation or as a	mended	by one of the following	methods:		
submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF by virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation between the solicitation and this amendment, and is received prior to the solicitation and the solicitation are solicitations.	EIPT OF OFFERS PRIOR TO Ilready submitted, such chang o the opening hour and date s	n and amendment nun THE HOUR AND DAT e may be made by tele	nbers. F	AILURE OF YOUR AC IFIED MAY RESULT I	KNOWLEDGN N REJECTION	MENT TO BE NOF YOUR OFFER.	
NOT APPLICABLE	A APPLIES ONLY TO MO	DIFICATIONS OF	CONTE	ACTSIODDEDS			
IT MODIF	ES THE CONTRACT/OR	DER NO. AS DESC	CRIBEC	IN ITEM 14.			
(X) A. THIS CHANGE ORDER IS ISSUED PURS X TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE)		ority) THE CHANGE	ES SET	FORTH IN ITEM 14	4 ARE MAD	E IN THE CON-	
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED TO I	REFLECT THE ADI	MINIST	RATIVE CHANGES	(such as ch	anges in paying office,	
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS	M 14, PURSUANT TO TH ENTERED INTO PURSU	E AUTHORITY OF ANT TO AUTHORI	FAR 43 TY OF:	3.103(b).			
D. OTHER (Specify type of modification and	authority)						
		10 0 0 10 <u>0</u>	nes v v				
E. IMPORTANT: Contractor is not, is re 14. DESCRIPTION OF AMENDMENT/MODIFICATION	quired to sign this docume						
Note: The Contractor may return a signed copy via					subject man	or more reasone.	
	-SEE	HEREIN-					
Except as provided herein, all terms and conditions of the do	cument referenced in Item OA	or 104 as heretofore	changed	remains unchanged a	and in full force	and effect	
15A. NAME AND TITLE OF SIGNER (Type or print,				E OF CONTRACTI			
(b)(6)		26 200				e erre enne et til til til til til til til til til ti	
Oditiacis Manager	15C. DATE SIGNED	The second secon	THE RESERVE AND ADDRESS OF THE PARTY OF	ontracting Office	er .	16C. DATE SIGNED	
15B (b)(6)		I Job. GMITED	JIMILO	, or milition			
BY	7-27-15	BY				7/27/2015	
(Signature of person authorized to sign)			re of Conti	acting Officer)	CTAN	DARD FORM 30 (REV. 10-83)	
NSN 7540-01-\\$2-8070 PREVIOUS EDITION UNUSABLE		30±103				48 CFR) 53.243	

The purpose of this modification is to modify Sections B to add SLINs under CLINs x007, x008, x010, x011, x015 (Option Year 2 only – subject to the Government exercising this option year) to allow Navy Working Capital Fund (MWCF) activities to receive/pay for these services. With the exception of NFESC SLINs, the corresponding Section C item description language was established under P00017 and shall apply to the new Option Year 2 Section B SLINs established herein; the NFESC Section C SLIN name has been updated to EXWC for Option Year 2.

1. In Section B, revise the following SLIN values:

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2007AA	TXS	USN - Transport Operational and Sustainment Services - Unclassified	-	Monthly	(b)(4)	-
2007AB	TXS	USN - Transport Operational and Sustainment Services - Classified	-	Monthly	(b)(4)	-
2008AA	ES	Enterprise Operational and Sustainment Services - Unclassified	-	Monthly	(b)(4)	-
2008AB	ES	Enterprise Operational and Sustainment Services - Classified	-	Monthly	(b)(4)	-
2010AA	TXS	Security Management (TXS) - Unclassified	-	Monthly	(b)(4)	-
2010AB	TXS	Security Management (TXS) - Classified	-	Monthly	(b)(4)	-
2011AA	ES	Security Management (ES) - Unclassified	-	Monthly	(b)(4)	-
2011AB	ES	Security Management (ES) - Classified	-	Monthly	(b)(4)	-
2015AA	ES	Enterprise Messaging Services - Unclassified	-	Monthly	(b)(4)	-
2015AB	ES	Enterprise Messaging Services - Classified	-	Monthly	(b)(4)	-

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2007AA	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and			,,,,	
		Sustainment Services –				
		Unclassified (PMW205)				
2007AC	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and Sustainment Services -				
		Unclassified (NRL)				
2007AD	TXS	USN - Transport	_	Monthly	(b)(4)	_
200711D	1715	Operational and		Wionany	(D)(4)	
		Sustainment Services -				
		Unclassified (NAWC)				
2007AE	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and				
		Sustainment Services -				
		Unclassified (FRC)			<u> </u>	
2007AF	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and				
		Sustainment Services -				
200516	myra	Unclassified (NSWC)	1	35 11		
2007AG	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and Sustainment Services -				
		Unclassified (NUWC)				
2007AH	TXS	USN - Transport	_	Monthly	(b)(4)	_
2007AII	17.5	Operational and	_	Wiontiny	(D)(4)	_
		Sustainment Services -				
		Unclassified (EXWC)				
2007AJ	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and			(4)(1)	
		Sustainment Services -				
		Unclassified (FAC)				[
2007AK	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and				
		Sustainment Services -				
2007.11	TEXT C	Unclassified (SSC)		3.5 .11		
2007AL	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and Sustainment Services -				
		Unclassified (SUP)				
2007AM	TXS	USN - Transport	_	Monthly	(b)(4)	<u>-</u>
20071111	1110	Operational and		1.1011ting	(5)(4)	
		Sustainment Services -				
		Unclassified (MSC)				
2007AB	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and				
		Sustainment Services –				
		Classified (PMW205)				ļ
2007AN	TXS	USN - Transport	-	Monthly	(b)(4)	-
		Operational and				
		Sustainment Services -				
2007AP	TXS	Classified (NRL) USN - Transport		Monthly	(b)(4)	
200/AF	1/10	Operational and	-	Willing	(b)(4)	_
		Sustainment Services -				
		Classified (NAWC)				
2007AQ	TXS	USN - Transport	-	Monthly	(b)(4)	_
· · - •		Operational and			(~)(')	
		Sustainment Services -				
		Classified (FRC)				
Ì						

2007AR	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			(/ /		
		Sustainment Services -					
		Classified (NSWC)					
2007AS	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			, , , ,		
		Sustainment Services -					
		Classified (NUWC)					
2007AT	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			, , , ,		
		Sustainment Services -					
		Classified (EXWC)					
2007AU	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			, , , ,		
		Sustainment Services -					
		Classified (FAC)					
2007AV	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			, , , ,		
		Sustainment Services -					
		Classified (SSC)					
2007AW	TXS	USN - Transport	-	Monthly	\$	-	
		Operational and					
		Sustainment Services -					
		Classified (SUP)					
2007AX	TXS	USN - Transport	-	Monthly	(b)(4)	-	
		Operational and			, , ,		
		Sustainment Services -					
		Classified (MSC)					

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2008AA	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2008AC	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2008AD	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2008AE	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2008AF	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2008AG	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2008AJ	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2008AK	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SSC)	-	Monthly	(b)(4)	-

2008AL	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (SUP)	-	Monthly	(b)(4)	-
2008AM	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (MSC)	-	Monthly	(b)(4)	-
2008AB	ES	Enterprise Operational and Sustainment Services (ES) - Classified (PMW205)	-	Monthly	(b)(4)	-
2008AN	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NRL)	-	Monthly	(b)(4)	-
2008AP	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NAWC)	-	Monthly	(b)(4)	-
2008AQ	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FRC)	-	Monthly	(b)(4)	-
2008AR	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NSWC)	-	Monthly	(b)(4)	-
2008AS	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NUWC)	-	Monthly	(b)(4)	-
2008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (EXWC)	-	Monthly	(b)(4)	-
2008AU	ES	Enterprise Operational and Sustainment Services (ES) - Classified (FAC)	-	Monthly	(b)(4)	-
2008AV	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SSC)	-	Monthly	(b)(4)	-
2008AW	ES	Enterprise Operational and Sustainment Services (ES) - Classified (SUP)	-	Monthly	(b)(4)	-
2008AX	ES	Enterprise Operational and Sustainment Services (ES) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2010AA	TXS	Security Management (TXS) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2010AC	TXS	Security Management (TXS) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2010AD	TXS	Security Management (TXS) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2010AE	TXS	Security Management (TXS) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2010AF	TXS	Security Management (TXS) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2010AG	TXS	Security Management (TXS) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2010AH	TXS	Security Management (TXS) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2010AJ	TXS	Security Management (TXS) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2010AK	TXS	Security Management (TXS) - Unclassified (SSC)	-	Monthly	(b)(4)	-
2010AL	TXS	Security Management (TXS) - Unclassified (SUP)	-	Monthly	(b)(4)	-
2010AM	TXS	Security Management (TXS) - Unclassified (MSC)	-	Monthly	(b)(4)	-
2010AB	TXS	Security Management (TXS) - Classified (PMW205)	-	Monthly	(b)(4)	-
2010AN	TXS	Security Management (TXS) - Classified (NRL)	-	Monthly	(b)(4)	-
2010AP	TXS	Security Management (TXS) - Classified (NAWC)	-	Monthly	(b)(4)	-
2010AQ	TXS	Security Management (TXS) - Classified (FRC)	-	Monthly	(b)(4)	-
2010AR	TXS	Security Management (TXS) - Classified (NSWC)	-	Monthly	(b)(4)	-
2010AS	TXS	Security Management (TXS) - Classified (NUWC)	-	Monthly	(b)(4)	-
2010AT	TXS	Security Management (TXS) - Classified (EXWC)	-	Monthly	(b)(4)	-
2010AU	TXS	Security Management (TXS) - Classified (FAC)	-	Monthly	(b)(4)	-
2010AV	TXS	Security Management (TXS) - Classified (SSC)	-	Monthly	\$	-
2010AW	TXS	Security Management (TXS) - Classified (SUP)	-	Monthly	(b)(4)	-
2010AX	TXS	Security Management (TXS) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2011AA	ES	Security Management (ES) - Unclassified (PMW205)	-	Monthly	(b)(4)	-
2011AC	ES	Security Management (ES) - Unclassified (NRL)	-	Monthly	(b)(4)	-
2011AD	ES	Security Management (ES) - Unclassified (NAWC)	-	Monthly	(b)(4)	-
2011AE	ES	Security Management (ES) - Unclassified (FRC)	-	Monthly	(b)(4)	-
2011AF	ES	Security Management (ES) - Unclassified (NSWC)	-	Monthly	(b)(4)	-
2011AG	ES	Security Management (ES) - Unclassified (NUWC)	-	Monthly	(b)(4)	-
2011AH	ES	Security Management (ES) - Unclassified (EXWC)	-	Monthly	(b)(4)	-
2011AJ	ES	Security Management (ES) - Unclassified (FAC)	-	Monthly	(b)(4)	-
2011AK	ES	Security Management (ES) - Unclassified (SSC)	-	Monthly	(b)(4)	-
2011AL	ES	Security Management (ES) - Unclassified (SUP)	-	Monthly	(b)(4)	-
2011AM	ES	Security Management (ES) - Unclassified (MSC)	-	Monthly	(b)(4)	-
2011AB	ES	Security Management (ES) - Classified (PMW205)	-	Monthly	(b)(4)	-
2011AN	ES	Security Management (ES) - Classified (NRL)	-	Monthly	(b)(4)	-
2011AP	ES	Security Management (ES) - Classified (NAWC)	-	Monthly	(b)(4)	-
2011AQ	ES	Security Management (ES) - Classified (FRC)	-	Monthly	(b)(4)	-
2011AR	ES	Security Management (ES) - Classified (NSWC)	-	Monthly	(b)(4)	-
2011AS	ES	Security Management (ES) - Classified (NUWC)	-	Monthly	(b)(4)	-
2011AT	ES	Security Management (ES) - Classified (EXWC)	-	Monthly	(b)(4)	-
2011AU	ES	Security Management (ES) - Classified (FAC)	-	Monthly	(b)(4)	-
2011AV	ES	Security Management (ES) - Classified (SSC)	-	Monthly	(b)(4) 4.70	-
2011AW	ES	Security Management (ES) - Classified (SUP)	-	Monthly	(b)(4)	-
2011AX	ES	Security Management (ES) - Classified (MSC)	-	Monthly	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2015AA	ES	Enterprise Messaging	-	Monthly	(b)(4)	-

		Services - Unclassified		1	1		
		(PMW205)					
2015AC	ES	Enterprise Messaging Services - Unclassified (NRL)	-	Monthly	(b)(4)		-
2015AD	ES	Enterprise Messaging Services - Unclassified (NAWC)	-	Monthly	(b)(4)		-
2015AE	ES	Enterprise Messaging Services - Unclassified (FRC)	-	Monthly	(b)(4)		-
2015AF	ES	Enterprise Messaging Services - Unclassified (NSWC)	-	Monthly	(b)(4)		-
2015AG	ES	Enterprise Messaging Services - Unclassified (NUWC)	-	Monthly	(b)(4)		-
2015AH	ES	Enterprise Messaging Services - Unclassified (EXWC)	-	Monthly	(b)(4)		-
2015AJ	ES	Enterprise Messaging Services - Unclassified (FAC)	-	Monthly	(b)(4)		-
2015AK	ES	Enterprise Messaging Services - Unclassified (SSC)	-	Monthly	(b)(4)		-
2015AL	ES	Enterprise Messaging Services - Unclassified (SUP)	-	Monthly	(b)(4)		-
2015AM	ES	Enterprise Messaging Services - Unclassified (MSC)	-	Monthly	(b)(4)		-
2015AB	ES	Enterprise Messaging Services - Classified (PMW205)	-	Monthly	(b)(4)		-
2015AN	ES	Enterprise Messaging Services - Classified (NRL)	-	Monthly	(b)(4)		-
2015AP	ES	Enterprise Messaging Services - Classified (NAWC)	-	Monthly	(b)(4)		-
2015AQ	ES	Enterprise Messaging Services - Classified (FRC)	-	Monthly	(b)(4)		-
2015AR	ES	Enterprise Messaging Services - Classified (NSWC)	-	Monthly	(b)(4)		-
2015AS	ES	Enterprise Messaging Services - Classified (NUWC)	-	Monthly	(b)(4)		-
2015AT	ES	Enterprise Messaging Services - Classified (EXWC)	-	Monthly	(b)(4)		-
2015AU	ES	Enterprise Messaging Services - Classified (FAC)	-	Monthly	(b)(4)		-
2015AV	ES	Enterprise Messaging Services - Classified (SSC)	-	Monthly	(b)(4)	6	-
2015AW	ES	Enterprise Messaging Services - Classified (SUP)	-	Monthly	(b)(4)		-
2015AX	ES	Enterprise Messaging Services - Classified (MSC)	-	Monthly	(b)(4)		-

2. In Section C, update the following SLINs as follows:

From:

CLIN	ES/TXS	Supplies/Services	Description
0007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NFESC)	Same as SLIN 0007AA
0007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (NFESC)	Same as SLIN 0007AB
0008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NFESC)	Same as SLIN 0008AA
0008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NFESC)	Same as SLIN 0008AB
0010AH	TXS	Security Management (TXS) - Unclassified (NFESC)	Same as SLIN 0010AA
0010AT	TXS	Security Management (TXS) - Classified (NFESC)	Same as SLIN 0010AB
0011AH	ES	Security Management (ES) - Unclassified (NFESC)	Same as SLIN 0011AA
0011AT	ES	Security Management (ES) - Classified (NFESC)	Same as SLIN 0011AB
0015AH	ES	Enterprise Messaging Services - Unclassified (NFESC)	Same as SLIN 0015AA
0015AT	ES	Enterprise Messaging Services - Classified (NFESC)	Same as SLIN 0015AB

To:

CLIN	ES/TXS	Supplies/Services	Description
0007AH	TXS	USN - Transport Operational and Sustainment Services - Unclassified (NFESC or EXWC)	Same as SLIN 0007AA
0007AT	TXS	USN - Transport Operational and Sustainment Services - Classified (NFESC or EXWC)	Same as SLIN 0007AB
0008AH	ES	Enterprise Operational and Sustainment Services (ES) - Unclassified (NFESC or EXWC)	Same as SLIN 0008AA
0008AT	ES	Enterprise Operational and Sustainment Services (ES) - Classified (NFESC or EXWC)	Same as SLIN 0008AB
0010AH	TXS	Security Management (TXS) - Unclassified (NFESC or EXWC)	Same as SLIN 0010AA
0010AT	TXS	Security Management (TXS) - Classified (NFESC or EXWC)	Same as SLIN 0010AB
0011AH	ES	Security Management (ES) - Unclassified (NFESC or EXWC)	Same as SLIN 0011AA
0011AT	ES	Security Management (ES) - Classified (NFESC or EXWC)	Same as SLIN 0011AB
0015AH	ES	Enterprise Messaging Services - Unclassified (NFESC or EXWC)	Same as SLIN 0015AA
0015AT	ES	Enterprise Messaging Services - Classified (NFESC or EXWC)	Same as SLIN 0015AB

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	ONTRACT	1. C	ONTRACT ID CODI	Ē	PAGE OF PAGES 1 OF 6	
[3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTER	ED BY	(If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	services (ti-Functiona I x013BG th		,	
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE 10A. MODIFICAT N00039-13-D-	ION OF CO	NTRACT/ORDER NO.
			, X	10B. DATED (SE		
	CILITY CODE 1U305 FEM ONLY APPLIES TO	AMENDMENTS	EGOL	27 June 2013	<u> </u>	
The above numbered solicitation is amended as set forth					is not exten	ded
Offers must acknowledge receipt of this amendment prior to the						ueu.
(a) By completing Items 8 and 15, and returningcosubmitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI If by virtue of this amendment you desire to change an offer all to the solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (If NOT APPLICABLE	a reference to the solicitatio PT OF OFFERS PRIOR TO ready submitted, such chang the opening hour and date s	n and amendment nur THE HOUR AND DAT je may be made by tel	mbers. I E SPEC	FAILURE OF YOUR A DIFIED MAY RESULT	CKNOWLEDG IN REJECTIOI	MENT TO BE N OF YOUR OFFER.
13. THIS ITEM	APPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXEI	IANT TO: (Specify author				ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN ITEM					(such as cha	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS EI	NTERED INTO PURSUA	NT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and au	ithority)					
E. IMPORTANT: Contractor is not, is requ	ired to sign this documer	at and return (See N	Note he	low) copies to the is	suing office	
14. DESCRIPTION OF AMENDMENT/MODIFICATIO	N (Organized by UCF se	ction headings, incl	luding s	olicitation/contract	subject matte	r where feasible.)
Note: The Contractor may return a signed copy via fac	csimile or as a scanned ir	nage in portable do	cumen	t format (pdf).		
	-SEE H	HEREIN-				
	· · · · · · · · · · · · · · · · · · ·					
Except as provided herein, all terms and conditions of the door	ument referenced in Item 9A	or 10A, as heretofore	change	d, remains unchanged	and in full forc	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN	IG OFFICER	(Type or print)
Walt Leavy, Legal/Contracts	TAGO DATE CIONED	Dave Murree,		racting Officer		16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 7/27/15	(b)(6)	IAIES	OF AWERICA		
BY		BY_		A Comment Trans		7/28/2015

The purpose of this modification is to add CLIN 0013 (Color Multi-Functional Device (MFDs)) services to sections B and C (Option Year 1 through Option Year 4):

1. In Section B, add CLINs as follows:

1013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
2013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
3013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
4013BG	Tier 1 Color MFD – Low	ES	Monthly	(b)(4)	-
1013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
2013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
3013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
4013BH	Tier 1 Color MFD – Med	ES	Monthly	(b)(4)	-
-					
1013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
2013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
3013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
4013BJ	Tier 1 Color MFD – Hi	ES	Monthly	(b)(4)	-
1013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
2013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
3013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
4013BK	Tier 2 Color MFD – Low	ES	Monthly	(b)(4)	-
1013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	
2013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
3013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
4013BL	Tier 2 Color MFD – Med	ES	Monthly	(b)(4)	-
1013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
2013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
3013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
4013BM	Tier Color 2 MFD – Hi	ES	Monthly	(b)(4)	-
1013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-
2013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-
3013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-

4013BN	Tier 1 and Tier 2 Color MFD One Time Shipping	ES	One-Time	(b)(4)	-	
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2. In Section C, within CLIN 0013 (Color Multi-Functional Device (MFDs)), add the CLIN descriptions as follows (Option Year 1 through Option Year 4):

0013BG	ES	Tier 1 Color MFD – Low	The Contractor shall provide color printers and the service supporting a monthly average up to 10k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey must be
			ordered prior to ordering of this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.
0013BH	ES	Tier 1 Color MFD – Med	The Contractor shall provide color printers and the service supporting a monthly average between 10k-40k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey must be ordered prior to ordering of this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.

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0013BJ	ES	Tier 1 Color MFD – Hi	The Contractor shall provide color printers and the service supporting a monthly average above 40k pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, OEM Consumables (excludes paper) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey must be ordered prior to ordering of this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.
0013BK	ES	Tier 2 Color MFD — Low	The Contractor shall provide color printers and the service supporting a monthly average up to 10K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/Command Survey is "optional" prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.

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0013BL	ES	Tier 2 Color MFD – Med	The Contractor shall provide color printers and the service supporting a monthly average range of 10K-40K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey is "optional" prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.
0013BM	ES	Tier Color 2 MFD – Hi	The Contractor shall provide color printers and the service supporting a monthly average greater than 40K pages per month. Must meet the current state of the shelf. The Contractor shall provide Services to include the operation, maintenance, warranty and break/fix, (excludes paper & OEM Consumables) and technology refresh labor and hardware (HW) including disposal, and software (SW)/drivers required to provide Printer Service in accordance with Section 3.3.31 in the PWS. The Printer Site/ Command Survey is "optional" prior to ordering of this service. If the Printer Site/Command Survey is not ordered, then Attachment 13, SLR 500.4 (Network Printers), does not apply to this service. If the Printer Site/Command Survey is ordered, then Attachment 13, SLR 500.4 (Network Printers), does apply to this service. Uplift CLIN 0013BN must be added to initial orders of this service for delivery of assets.

0013BN	ES	Tier 1 and Tier 2 Color MFD One Time Shipping	This is a required one-time uplift CLIN to be added to initial orders of CLINs 0013BG, 0013BH, 0013BJ, 0013BK, 0013BL, and 0013BM. The Contractor shall provide shipping on the aforementioned Color MFDs upon order of this CLIN.
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Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/M	ONTRACT	1. C	ONTRACT ID COD	E	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00059	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO.				ECT NO. (If applicable)
6. ISSUED BY CODE	SEE BLOCK 16C. N00039	7. ADMINISTERI	ED BY	(If other than Item 6	CODE	
		7. 7.2.1.1.1.1.0.7.2.1.1.		(11 001/01 01/01 110/11 0	,	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. R	eavis, Code 2.1E5	•				G, X032BH,
1325 10th Street SE, BLDG 196, Suite 301				.IN 32's Se	ם ווטווכ	ioi Option
Washington Navy Yard		Years 2, 3	and	14		
Washington, DC 20374 PHONE: 202-433-7199						
kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLI	CITATION NO.
					······	
HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)	
13600 EDS DRIVE				10A MODIFICA	TION OF CO	ONTRACT/ORDER NO.
HERNDON, VA 20171				N00039-13-D-		
			Χ	10B. DATED (SE	E ITEM 11)	i
	CILITY CODE 1U305			27 June 2013		
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS C	F SOL	ICITATIONS		
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	ate specified for receip	t of Offe	ers is extended	is not exte	nded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mender	t by one of the followin	a methade:	
	·			•	_	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECE If by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior	EIPT OF OFFERS PRIOR TO already submitted, such chan	on and amendment nur THE HOUR AND DAT ge may be made by tel	nbers. E SPE(FAILURE OF YOUR A DIFIED MAY RESULT	CKNOWLED IN REJECTIO	GMENT TO BE ON OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (opocinos.			·	
NOT APPLICABLE						
	A APPLIES ONLY TO MO ES THE CONTRACT/OR					
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIX	UANT TO: (Specify autho				ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OF	RDER IS MODIFIED TO R	EFLECT THE ADM	INISTE	RATIVE CHANGES	(such as ch	anges in paving office.
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS I	1 14, PURSUANT TO THE	AUTHORITY OF F	AR 43	.103(b).		
D. OTHER (Specify type of modification and a	nuthority)					
E. IMPORTANT: Contractor is not. is rec	uired to sign this docume	nt and return (See N	iote be	low) conies to the is	suina office	
14. DESCRIPTION OF AMENDMENT/MODIFICATION						
Note: The Contractor may return a signed copy via fa	acsimile or as a scanned in	mage in portable do	cumen	t format (pdf).		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the do	nument referenced in Item OA	or 104 as horoteforo	ebenee.	d romaina unahanaad	and in full far	no and office
15A. NAME AND TITLE OF SIGNER (Type or print)	cument referenced in item 9A			OF CONTRACTIN		
	,	•				
Glen D. Shuart, Legal/Contracts 15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Jose Cervanto		ontracting Office	۲,	16C. DATE SIGNED
(b)(6)	150, DATE SIGNED	(b)(6)	MIES	OF AINERIUA		I TOO. DATE SIGNED
	T7/20/ 1-					7/29/2015
(Signature of person authorized to sign)	11/0/2015	BY(Signature	of Contra	cting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105			STAND/ FAR (48	ARD FORM 30 (REV. 10-83) CFR) 53.243

The purpose of this modification is to update and add CLIN 32's, to Sections B (Option Years 2, 3 and 4).

1. Delete the following from Section B for Option Years 2, 3 and 4

	TX	S Section B - Op	ion Year Two		
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
2032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
2032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
2032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
2032UB .	Optional BCR Complexity (b)(4) protocols) Uplift - Implementation	As Ordered		Card	-

	TX:	Section B - Opi	ion Year Three	The same appropriate for the same and the same	
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
3032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
3032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
3032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	
3032UB	Optional BCR Complexity (b)(4) Uplift - Implementation	As Ordered		Card	

	ŢX	S Section B = Op	tion Year Four		
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
4032BF	One-Time COI ACL Update	As Ordered	Each	Priced via Rate Card	-
4032BG	One-Time COI Firewall Update	As Ordered	Each	Priced via Rate Card	-
4032BH	One-Time GTSE Update	As Ordered	Each	Priced via Rate Card	-
4032UB	Optional BCR Complexity (b)(4) Uplift - Implementation	As Ordered		Card	-

2. Add the following to Section B for Option Years 2, 3 and 4

1750	T = T X	S Section B - Opt	ion Year Two		
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
2032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
2032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
2032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	
2032UB	Optional BCR Complexity (b)(4) protocols) Uplift - Implementation	As Ordered		(b)(4)	

	TX	Section B = Opt	ion Year Three		
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
3032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
3032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
3032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	4
3032UB	Optional BCR Complexity (b)(4) Implementation	As Ordered			

	TX	S Section B - Opt	ion Year Four		
CLIN	Supplies/ Services	Qty	Unit	Unit Price	Amount
4032BF	One-Time COI ACL Update	As Ordered	Each	(b)(4)	
4032BG	One-Time COI Firewall Update	As Ordered	Each	(b)(4)	
4032BH	One-Time GTSE Update	As Ordered	Each	(b)(4)	
4032UB	Optional BCR Complexity (b)(4) Implementation	As Ordered		(b)(4)	

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

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AMENDMENT OF SOLICITATION/N	IODIFICATION OF C	UNIKACI	'. •	J	-	1 OF 2
2. AMENDMENT/MODIFICATION NO. P00060	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/	PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE	DBY (If other than Item 6,	CODE	
SPACE AND NAVAL WARFARE SYSTEI CONTRACTING OFFICER: Kimberly L. F 1325 10 th Street SE, BLDG 196, Suite 30 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199			nanges to U 004AF (Opt			
kim.reavis@navy.mil 8. NAME AND ADDRESS OF CONTRACTOR (No.	ofered asserted State and	710 Code)	/V\]	9A. AMENDMEN	T OF COUR	PITATION NO
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171	, in the second		(X) X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TON OF CO	NTRACT/ORDER NO.
	ACILITY CODE 1U305			27 June 2013		
	ITEM ONLY APPLIES TO				7	
The above numbered solicitation is amended as set for	rth in Item 14. The hour and da	ate specified for receipt	of Offe	rs is extended	is not exten	ided.
Offers must acknowledge receipt of this amendment prior to	,			•	-	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED AT THE RECE	EIPT OF OFFERS PRIOR TO already submitted, such chang to the opening hour and date:	n and amendment num THE HOUR AND DATE ge may be made by tele	ibers. F E SPEC	FAILURE OF YOUR AS SIFIED MAY RESULT I	CKNOWLEDG N REJECTIO	MENT TO BE N OF YOUR OFFER.
NOT APPLICABLE	MARRIES ON VIONO	DIEICATIONIO OF O	ONTO	A OTO LODDE DO		
** ****	M APPLIES ONLY TO MO TIES THE CONTRACT/ORI					
(X) A. THIS CHANGE ORDER IS ISSUED PUR TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4 (CHANGES)	SUANT TO: (Specify author	rity) THE CHANGES	SET	FORTH IN ITEM 14	ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/O					(such as cha	anges in paying office,
eppropriation date, etc.) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT IS				103(b).		
D. OTHER (Specify type of modification and	authority)			100000		
E. IMPORTANT: Contractor is not, is re						
14. DESCRIPTION OF AMENDMENT/MODIFICAT	ION (Organized by UCF se	ction headings, inclu	ıding s	olicitation/contract s	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via f	acsimile or as a scanned in	nage in portable doc	ument	format (pdf).		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the d	naumant referenced in Itam OA	or 10A on horotoforo		t romaine unchanned	and in full force	on and affect
15A. NAME AND TITLE OF SIGNER (Type or print)			OF CONTRACTIN		
Jonathan Dantzler, Contracts Manager		Kim L. Reavis	, Con	tracting Officer		
158. CONTRACTOR/OFREROR	15C. DATE SIGNED	16B. UNITED ST	ATES	OF AMERICA		16C. DATE SIGNED
(b)(6)	12-70-15	REAVIS.KI		KLY,L,		3
(Signature of person authorized to sign)	102010	(Signature o	o)(6) of Contra	cting Officer)		
NSN 7540-01-15 2-5970 PREVIOUS EDITION UNUSABLE		30-105				DARD FORM 30 (REV. 10-83) 48 CFR) 53 243

The purpose of this modification is to make the following changes:

- 1. Update the number of FTES listed in the MITSC East region under SLINs 1003AF and 1004AF.
- 2. Under Contract section B-Supplies or Services and Prices/Costs the following CLINs are revised:

a.	CLIN 1003AF unit price is hereby increase from	(b)(4)
b.	CLIN 1004AF unit price is hereby increase from	(b)(4)

The total value of this contract has increased by (b)(4)

- 3. The Following Attachments have been updated to incorporate the revised FTE amount and Option year one (1) pricing.
 - a. Attch 19A USMC TXS CLIN Definitions N00039-13-D-0013
 - b. Attch 20A USMC ES CLIN Definitions N00039-13-D-0013

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MOD	ONTRACT	1. CONTRACT ID CODE		PAGE OF PAGES		
				J		1 OF 2
P00061 S	EFFECTIVE DATE EE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT			CT NO. (If applicable)	
6. ISSUED BY CODE 1	N00039	7. ADMINISTERE	D BY ((If other than Item 6)	CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374	120 52.217	-9 a ermi		Attachm		
PHONE: 202-433-7199		0_0_;				
kim.reavis@navy.mil	oracle and the Otalia and	7/0.0 - /-)	() ()	Loa AMENIDAGENI	T 05 001 10	ITATION NO
8. NAME AND ADDRESS OF CONTRACTOR (No., str	eet, country, State and .	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		-			ION OF CO	NTRACT/ORDER NO.
			Χ	N00039-13-D- 10B. DATED (SE		
CODE FACIL	LITY CODE IU305			TOB. BITTED (OL	_ 11 _ W 11)	
	EM ONLY APPLIES TO	AMENDMENTS OF	F SOL	ICITATIONS		
The above numbered solicitation is amended as set forth in	n Item 14. The hour and da	ite specified for receipt	of Offe	rs is extended	is not extend	ded.
_					_	
Offers must acknowledge receipt of this amendment prior to the	hour and date specified in	the solicitation or as ar	mended	I by one of the following	g methods:	
(a) By completing Items 8 and 15, and returning copi submitted; or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP! If by virtue of this amendment you desire to change an offer alre to the solicitation and this amendment, and is received prior to the	FOF OFFERS PRIOR TO eady submitted, such chang	n and amendment num THE HOUR AND DATI Je may be made by tele	bers. F E SPEC	FAILURE OF YOUR AC	CKNOWLEDG N REJECTION	MENT TO BE NOF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (If re	equired)					
NOT APPLICABLE						
	PPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUA TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4 (c) Changes.	THE CONTRACT/ORI				ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORDI appropriation date, etc.) SET FORTH IN ITEM 14	4, PURSUANT TO THE	AUTHORITY OF FA	AR 43.		(such as cha	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUA	NI TO AUTHORITY	Y OF:			
X D. OTHER (Specify type of modification and auth 52.217-9 Option to Extend the Term of the Contra						
	ed to sign this documer					
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF se	ction headings, inclu	ıding s	colicitation/contract s	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via facs	imile or as a scanned ir	nage in portable doo	cumen	t format (pdf).		
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the docur	ment referenced in Item 9A					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND	TITLE	OF CONTRACTIN	IG OFFICER	(Type or print)
		Kimberly Reav	vis			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST		OF AMERICA		16C. DATE SIGNED
BY		BY				
(Signature of person authorized to sign)			of Contra	acting Officer)		

The purpose of this modification is to make the following changes to the NGEN Contract N00039-13-D-0013:

- 1. Exercise Option Year 2 (FY16) for the Period of Performance 01 Oct 2015 through 30 Sep 2016 in accordance with Clause I-20 52.217-9 Option to Extend the Term of the Contract (MAR 2000), subject to the availability of funds.
- 2. Modify Attachment 05 Wage Determination in accordance with Clause H-8 5252.222-9600 Wage Determination Applicable, Service Contract Act (JUL 1989).

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MOD				PAGE OF PAGES		
A AMENIDATINA ODJEJOATIONI NO	EFFECTIVE DATE	4 DECLUCITION/D	11001	J		1 OF 3
P00062 S	EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/P				CT NO. (If applicable)
6. ISSUED BY CODE	V00039	7. ADMINISTERED) BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199	Decrease the (TRP2_0013A CLIN 0090 (T Year1)): TRF	A); a ech	and Definitiz	e a Port aterial P	tion of the ricing (Option	
kim.reavis@navy.mil						
	root country Ctate and	ZID Codo)	(V)		T OF COLIC	ITATIONI NIO
8. NAME AND ADDRESS OF CONTRACTOR (No., st	reet, country, State and	ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE				9B. DATED (SEE	E ITEM 11)	
HERNDON, VA 20171				10A. MODIFICAT	TION OF CO	NTRACT/ORDER NO.
TILINDON, VA 20171				N00039-13-D-	0013	
			X	10B. DATED (SE		
CODE FACI	LITY CODE IU305			27 June 2013	,	
	EM ONLY APPLIES TO	AMENDMENTS OF	SOLI			
					1	
The above numbered solicitation is amended as set forth in	ltem 14. The hour and dat	e specified for receipt of	Offers	is extended	is not extende	ed.
Offers must acknowledge receipt of this amendment prior to the	hour and date specified in the	he solicitation or as amer	nded b	y one of the following	methods:	
(a) By completing Items 8 and 15, and returning copie submitted; or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP If by virtue of this amendment you desire to change an offer alreate to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment.	reference to the solicitation TOF OFFERS PRIOR TO T ady submitted, such change ne opening hour and date sp	and amendment number THE HOUR AND DATE S may be made by telegra	rs. FA SPECII	ILURE OF YOUR AC FIED MAY RESULT I	KNÓWLEDGM N REJECTION	MENT TO BE I OF YOUR OFFER.
NOT APPLICABLE	oquirou)					
	PPLIES ONLY TO MOI	DIFICATIONS OF CO	NTP	ACTS/OPDEPS		
IT MODIFIES	THE CONTRACT/ORD	DER NO. AS DESCRI	IBED	IN ITEM 14.		
(X) A. THIS CHANGE ORDER IS ISSUED PURSUATRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE	, , ,	rity) THE CHANGES	SET I	FORTH IN ITEM 14	4 ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIV					(such as ch	anges in paying office,
appropriation date, etc.) SET FORTH IN ITEM 1	4, PURSUANT TO THE	AUTHORITY OF FA	AR 43.		`	
C. THIS SUPPLEMENTAL AGREEMENT IS EN	ITERED INTO PURSUA	NT TO AUTHORITY	OF:			
D. OTHER (Specify type of modification and aut	hority)					
E. IMPORTANT: Contractor is not, is requi	red to sign this documer	nt and return (See No	nte bel	ow) copies to the i	ssuina office	
14. DESCRIPTION OF AMENDMENT/MODIFICATION						
Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).						
-SEE HEREIN-						
Except as provided herein, all terms and conditions of the documents of the documents and conditions of the documents of the	nent referenced in Item 9A o	•				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND	TITLE	OF CONTRACTIN	NG OFFICEF	R (Type or print)
Walter R. Leavy, Legal/Contracts	Jose Cervantes, Contracting Officer					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STA				16C. DATE SIGNED
April (b)(6)	9/2/15					9/2/2015
(Signature of person authorized to sign)		BY(Signature of	f Contra	cting Officer)		. , ,

The purpose of this modification is to 1) de-obligate funding from CLIN 1090AN (TRP2_0013A) and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, and P00055 for previous CLIN x090 definitizations.

1. In section B, decrease the following CLIN price, previously definitized under contract modification P00055, by (b)(4) . Task Order 0920 will also be amended to dedecrease the CLIN 1090AN amount and to de-obligate (b)(4) .

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AN	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) -				
		(TRP2 0013A)				

To (\$2,853,035.60 - \$203,402.69 = \$2,649,632.91):

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AN	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) –				
		(TRP2_0013A)				

2. In Section B, revise the following CLIN 1090AB value as a result of decreasing CLIN 1090AN and definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AB.



From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AS	ES	Tech Refresh Material	-	EA	(b)(4)	-
		$(ES) - (TRP2_0013B)$				
1090AT	ES	Tech Refresh Material	-	EA	(b)(4)	-
		$(ES) - (TRP2_0013C)$				

4. In Section C, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AS	ES	Tech Refresh Material (ES) – (TRP2_0013B)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0013B
1090AT	ES	Tech Refresh Material (ES) – (TRP2_0013C)	rech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0013C equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/M	ODIFICATION OF CO	ONTRACT	1. 00	I NIRACI ID CODE	=	1 OF 2
2. AMENDMENT/MODIFICATION NO. P00063	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	I/PURCI	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		& "HvD Ace	coun	'VIP (CLIN x t-only (CLIN ption Years 2	x072A H	
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TION OF CO 0013	NTRACT/ORDER NO.
	CILITY CODE IU305			27 June 2013		
11. THIS	TEM ONLY APPLIES TO	AMENDMENTS C	F SOL	CITATIONS	•	
The above numbered solicitation is amended as set fort Offers must acknowledge receipt of this amendment prior to t (a) By completing Items 8 and 15, and returningc submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECE If by virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received prior t	ne hour and date specified in the spies of the amendment; (b) By a reference to the solicitation IPT OF OFFERS PRIOR TO The solicited submitted, such change	ne solicitation or as ar acknowledging recei and amendment num 'HE HOUR AND DAT may be made by tele	mended by this libers. FA	oy one of the following amendment on each on ALURE OF YOUR ACI FIED MAY RESULT IN	copy of the offe KNOWLEDGM N REJECTION	er MENT TO BE NOF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (
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	I APPLIES ONLY TO MOI ES THE CONTRACT/ORD					
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIX	UANT TO: (Specify authored PRICE)	rity) THE CHANGE	S SET	FORTH IN ITEM 14		
B. THE ABOVE NUMBERED CONTRACT/OI appropriation date, etc.) SET FORTH IN ITEM					(such as ch	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	NT TO AUTHORIT	ΓY OF:			
D. OTHER (Specify type of modification and a	nuthority)					
	uired to sign this documer					
 DESCRIPTION OF AMENDMENT/MODIFICATI Note: The Contractor may return a signed copy via f 	, •		•		subject matt	er where feasible.)
note. The contractor may return a signed copy via r	acsimile of as a scarnied in	nage in portable d	ocumen	t format (pui).		
	-SEE H	IEREIN-				
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A o					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AN	D TITLE	OF CONTRACTIN	NG OFFICER	₹ (Type or print)
Brian Stevens, Legal/Contracts		Jose Cervant	es, C	ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
BY (b)(6)	3SEP2015	BY				9/3/2015
(§ gnature of person authorized to sign)	- 5011 2015		e of Contra	cting Officer)		

The purpose of this modification is to add additional "VIP" and "HvD Account-only" services to sections B and C (Option Years 2 through 4).

1. In Section B, add CLINs as follows. Additionally, the associated section C CLIN descriptions, established in contract modifications P00025 (VIP), P00026 (VIP update), and P00027 (HvD Account-only), shall apply.

2025AB 3025AB 4025AB 2025AC 3025AC 4025AC	VIP Services (b)(4) VIP Services (b)(4) VIP Services (b)(4) VIP Services (b)(4) VIP Services (b)(4) VIP Services (b)(4) VIP Services (b)(4)	ES ES ES ES ES	Monthly Monthly Monthly Monthly Monthly Monthly Monthly	(b)(4) (b)(4) (b)(4) (b)(4) (b)(4) (b)(4)	- - - -
15=0/10	(2)(.)			(~)(1)	
2072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)	ES	Monthly	(b)(4)	-
3072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)	ES	Monthly	(b)(4)	-
4072AH	Hosted Virtualized Desktop (HvD) Account-only Services (Government Furnished Hardware)	ES	Monthly	(b)(4)	-
2072AK	Hosted Virtualized Desktop (HvD) Account-only Services	ES	Monthly	(b)(4)	-
3072AK	Hosted Virtualized Desktop (HvD) Account-only Services	ES	Monthly	(b)(4)	-
4072AK	Hosted Virtualized Desktop (HvD) Account-only Services	ES	Monthly	(b)(4)	-

2. In Section C, update the CLIN numbers for "VIP Services (5 Users)" and "VIP Services (1 User)" as follows.

From:		
1025AB	VIP Services	(b)(4)
1025AC	VIP Services	(b)(4)
To:		
0 025AB	VIP Services	(b)(4)
0 025AC	VIP Services	(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ONTRACT ID CODE	Ξ	PAGE OF PAGES 1 OF 3
P00064	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/				CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE	DBY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		•	3) -	plication H	•	
8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				N00039-13-D-	TION OF CO	NTRACT/ORDER NO.
			Χ	10B. DATED (SE	E ITEM 11)	
	CILITY CODE 1U305	AMENDMENTO	XX April 2015			
	TEM ONLY APPLIES TO					
The above numbered solicitation is amended as set forth Offers must acknowledge receipt of this amendment prior to ti					is not extendant	ded.
	ppies of the amendment; (b) is a a reference to the solicitatio IPT OF OFFERS PRIOR TO Iready submitted, such chang to the opening hour and date s	By acknowledging rece n and amendment num THE HOUR AND DATI ge may be made by tele	ipt of thi bers. F SPEC	s amendment on each FAILURE OF YOUR AN IFIED MAY RESULT I	ocopy of the of CKNOWLEDG N REJECTION	GMENT TO BE N OF YOUR OFFER.
13. THIS ITEM	APPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXE	JANT TO: (Specify author				ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OR appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF F	AR 43.		(such as cha	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUA	NT TO AUTHORIT	OF:			
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not, is required in the important in the impor	uired to sign this documer ON (Organized by UCF se	nt and return (See Notion headings, inclu	ote bel uding s	ow) copies to the is olicitation/contract s	suing office. Subject matte	er where feasible.)
Note: The Contractor may return a signed copy via fa	csimile or as a scanned in	mage in portable do	cument	format (pdf).		
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the doc	nument referenced in Item 9A	or 10A as heretofore	change	1 remains unchanged	and in full force	re and effect
15A. NAME AND TITLE OF SIGNER (Type or print)	ament referenced in item 9A			OF CONTRACTIN		
Walt Leavy, Legal/Contracts				ontracting Office		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST				16C. DATE SIGNED
BY (b)(6)	9/10/15	RV				9/10/2015

(Signature of Contracting Officer)

The purpose of this modification is to modify CLIN 0058AD (AHS Tier 3 Service Desk Support Uplift) "Uplift" services within sections B and C (Option Year 2 through Option Year 4). This will accommodate a three-way, fair-share payment for this service between PMW205, NAVSUP (OMN activities), and NAVSUP (NWCF activities).

1. In Section B, modify CLINs as follows:

From:

2058AD	AHS Tier 3 Service	ES	Monthly	(b)(4)	-
	Desk Support Uplift				
3058AD	AHS Tier 3 Service	ES	Monthly	(b)(4)	-
	Desk Support Uplift		-		
4058AD	AHS Tier 3 Service	ES	Monthly	(b)(4)	-
	Desk Support Uplift				

To:

2058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-
3058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-
4058AD	AHS Tier 3 Service Desk Support Uplift (PMW205)	ES	Monthly	(b)(4)	-

2. In Section B, add CLINs as follows:

2058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
2058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-
				\$17,479.79	
3058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
3058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-
4058AM	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	ES	Monthly	(b)(4)	-
4058AN	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	ES	Monthly	(b)(4)	-

3. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), modify the CLIN (Supplies/Services) name only, and as follows (Option Year 2 through Option Year 4):

From:

0058AD	ES	AHS Tier 3 Service Desk
		Support Uplift

To:

0058AD	ES	AHS Tier 3 Service Desk
		Support Uplift (PMW205)

4. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN as follows (Option Year 2 through Option Year 4):

0058AM	ES	AHS Tier 3 Service Desk Support Uplift (NAVSUP - OMN)	Same as 0058AD
0058AN	ES	AHS Tier 3 Service Desk Support Uplift (NAVSUP - NWCF)	Same as 0058AD

2. AMENDMENT/MODIFICATION NO.		ONTRACT	1.00	NTRACTID CODI	C	PAGE OF PAGES 1 OF 3
P00065	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION				CT NO. (If applicable)
SUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
CE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Definitize a Refresh Ma TRP2_0007	terial			
NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 3600 EDS DRIVE HERNDON, VA 20171					TION OF CO	NTRACT/ORDER NO
,				N00039-13-D-		
2005	OIL ITY CODE ILLONE			10B. DATED (SE 27 June 2013	E II E IVI I I)	
	CILITY CODE 1U305 ITEM ONLY APPLIES TO	AMENDMENTS C	1			
The above numbered solicitation is amended as set fort					is not exter	nded
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offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	imended b	by one of the following	g methods:	
	APPLIES ONLY TO MO ES THE CONTRACT/OR UANT TO: (Specify autho GES-FIXED PRICE) RDER IS MODIFIED TO R	DER NO. AS DESC rity) THE CHANGE REFLECT THE ADM	S SET FO	N ITEM 14. ORTH IN ITEM 14 ATIVE CHANGES		
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUA	ANT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and a	uthority)					
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IMPORTANT: Contractor is not X is rea	uired to sign this docume	nt and return (See I	Inte helo	w) conice to the is	euina office	1
. IMPORTANT: Contractor is not, is req	uired to sign this docume DN (Organized by UCF se	nt and return (See I	Note belo luding so	<u>w)</u> copies to the is licitation/contract :	suing office.	er where feasible.)
14. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF se	ection headings, inc	'uding so	licitation/contract :	suing office. subject matte	er where feasible.)
14. DESCRIPTION OF AMENDMENT/MODIFICATION	DN (Organized by UCF seacesimile or as a scanned in	ection headings, inc	'uding so	licitation/contract :	suing office. subject matte	er where feasible.)
14. DESCRIPTION OF AMENDMENT/MODIFICATION	DN (Organized by UCF seacesimile or as a scanned in	ection headings, inc	'uding so	licitation/contract :	suing office. subject matte	er where feasible.)
4. DESCRIPTION OF AMENDMENT/MODIFICATION	DN (Organized by UCF seacesimile or as a scanned in	ection headings, inc	'uding so	licitation/contract :	suing office. subject matte	er where feasible.)
4. DESCRIPTION OF AMENDMENT/MODIFICATIOn of the Contractor may return a signed copy via factors. The Contractor may return a signed copy via factors.	ON (Organized by UCF seacsimile or as a scanned in SEE I	ection headings, incomage in portable do HEREIN-	duding so	licitation/contract	and in full force	er where feasible.)
Except as provided herein, all terms and conditions of the do	ON (Organized by UCF seacsimile or as a scanned in SEE I	mage in portable do HEREIN- or 10A, as heretofore 16A. NAME AN	changed.	remains unchanged	and in full force	er where feasible.)
Except as provided herein, all terms and conditions of the documents. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts	ON (Organized by UCF season) acsimile or as a scanned in SEE I	mage in portable do HEREIN- or 10A, as heretofore 16A. NAME AN Jose Cervant	changed. D TITLE	remains unchanged OF CONTRACTIN	and in full force	er where feasible.) se and effect. R (Type or print)
14. DESCRIPTION OF AMENDMENT/MODIFICATION Note: The Contractor may return a signed copy via factor of the contractor may return a signed copy via factor of the contractor may return a signed copy via factor of the contractor of	ON (Organized by UCF season) acsimile or as a scanned in SEE I	mage in portable do HEREIN- or 10A, as heretofore 16A. NAME AN	changed, DITITLE es, COTTATES C	remains unchanged OF CONTRACTIN	and in full force	er where feasible.) the and effect. R (Type or print)
Except as provided herein, all terms and conditions of the do- 5A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts 5B. CONTRACTOR/OFFEROR (b)(6)	ON (Organized by UCF season) acsimile or as a scanned in SEE I	mage in portable do HEREIN- or 10A, as heretofore 16A. NAME AN Jose Cervant 16B. UNITED S CERVANTI	changed, DITITLE es, COTTATES C	remains unchanged OF CONTRACTIN	and in full force	er where feasible.) se and effect. R (Type or print)
Except as provided herein, all terms and conditions of the documents. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts 5B. CONTRACTOR/OFFEROR	ON (Organized by UCF season) acsimile or as a scanned in SEE I	mage in portable do HEREIN- or 10A, as heretofore 16A. NAME AN Jose Cervant 16B. UNITED S CERVANTI BY_	changed, DITITLE es, COTTATES C	remains unchanged OF CONTRACTIN Intracting Office OF AMERICA .11 (b)(6	and in full foro	er where feasible.) the and effect. R (Type or print)

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055 and P00062 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$347,519.30 from the "Not-to-Exceed" ceiling amount of Base Year CLIN 0090AA (TXS segment) to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	·-

Option Year1 Ceiling Increase

ĆLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	
		NEW 72				

This will result in "Not-to-Exceed" ceiling amounts for Base Year CLIN 0090AA (TXS segment) and Option Year1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh Material (TXS)		LOT	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	

2. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	•	LOT	(b)(4)	

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh Material (TXS)	•	LOT	(b)(4)	

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT, -
1090AU	TXS	Tech Refresh Material	-	EA	\$347,519.30	-
		(TXS) -				
		(TRP2_0007)				

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AU	TXS	Tech Refresh Material (TXS) – (TRP2_0007)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This CLIN covers the purchase of TRP2_0007 equipment.

AMENDMENT OF SOLICITATION/N	IODIFICATION OF C	UNIKACI	1. 00	J	=	1 OF 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/	PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
P00066	SEE BLOCK 16C.	7 ADMINISTEDE	D DV	(If other than Item 6) CODE	
6. ISSUED BY CODE	N00039				· .	1 2
SPACE AND NAVAL WARFARE SYSTE	MS COMMAND	•		ward Fee P		
CONTRACTING OFFICER: Kimberly L. F		Criteria Option 2, Period 4 into Attachment 3:				
1325 10 th Street SE, BLDG 196, Suite 30		Award Fee	Pla	an		
Washington Navy Yard						
Washington, DC 20374						
PHONE: 202-433-7199 kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
	•	ĺ				
HP Enterprise Services, LLC				9B. DATED (SEE	E ITEM 11)	
13600 EDS DRIVE		-		10A. MODIFICAT	TION OF CO	NTRACT/ORDER NO.
HERNDON, VA 20171			N00039-13-D-		ittiato i / orto Erit ito.	
			Χ	10B. DATED (SE	E ITEM 11)	
	FACILITY CODE IU305 11. THIS ITEM ONLY APPLIES TO AMENDMENTS			IOIT A TIONIO		
						
The above numbered solicitation is amended as set for	irth in Item 14. The hour and di	ate specified for receipt	of Offe	rs is extended	is not extend	ded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mended	by one of the following	g methods:	
	copies of the amendment; (b)					
submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE REC						
If by virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received prio			egram c	or letter, provided each	telegram or le	tter makes reference
12. ACCOUNTING AND APPROPRIATION DATA		specified.				
NOT APPLICABLE	, ,					
	M APPLIES ONLY TO MO TIES THE CONTRACT/OR		-			
(X) A. THIS CHANGE ORDER IS ISSUED PUR					ARE MADE	IN THE CON-
TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FI)	(ED-PRICE)					
· ·	,					
B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN ITE					(such as cha	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS				.103(b).		
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor is not, is re	quired to sign this docume	nt and return (See N	ote he	low) conies to the is	suing office	
14. DESCRIPTION OF AMENDMENT/MODIFICAT						er where feasible.)
Note: The Contractor was not as a signed convident	faiiia			+ f = = + (= = f)		
Note: The Contractor may return a signed copy via	racsimile or as a scanned i	mage in portable do	cumen	t format (pdf).		
	055	JEDEIN				
	-SEE	HEREIN-				
Except as provided herein, all terms and conditions of the conditions of the conditions. NAME AND TITLE OF SIGNER (Type or print)				d, remains unchanged E OF CONTRACTIN		
13A. NAME AND THEE OF SIGNER (Type of print	,	TOA. INAIVIL AINL) L	- OI CONTRACTII	VO OI I ICEN	(Type or print)
		Kimberly Rea	vis, C	Contracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST	TATES	OF AMERICA		16C. DATE SIGNED
BY	_	BY				
(Signature of person authorized to sign) NSN 7540-01-152-8070		(Signature 30-105	of Contra	acting Officer)	STANE	DARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE						8 CFR) 53.243

The purpose of this modification is to incorporate the following change into the NGEN Contract N00039-13-D-0013:

1. Incorporate Award Fee Plan Evaluation Criteria for Option 2, Period 4: 1 October 2015 through 31 March 2016 into Attachment 3: Award Fee Plan.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	ONTRACT 1	. CONTRACT ID COD	E	PAGE OF PAGES
P00067	B. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PU			TOF 3 CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED E	BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Res 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	avis, Code 2.1E5	Refresh Mater TRP2_0042	ortion of the C rial Pricing (O _l		
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and	ZIP Code) (X	9A. AMENDMEN	IT OF SOLIC	SITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			N00039-13-D-	TION OF CO -0013	ONTRACT/ORDER NO.
		X	.02. 2722 (02		
	CILITY CODE 1U305	AMENDMENTS OF S	27 June 2013		
	TEM ONLY APPLIES TO			٦.	
The above numbered solicitation is amended as set forth Offers must acknowledge receipt of this amendment prior to th (a) By completing Items 8 and 15, and returning co submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF If by virtue of this amendment you desire to change an offer all	ne hour and date specified in pies of the amendment; (b) E a reference to the solicitation PT OF OFFERS PRIOR TO	the solicitation or as amen By acknowledging receipt on and amendment number THE HOUR AND DATE SI	ided by one of the following of this amendment on each s. FAILURE OF YOUR APECIFIED MAY RESULT	h copy of the o CKNOWLEDG	offer GMENT TO BE N OF YOUR OFFER.
to the solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (If NOT APPLICABLE	the opening hour and date s		in or letter, provided each	Ticlegram of ic	Act makes reference
13. THIS ITEM	APPLIES ONLY TO MOI				
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANG	IANT TO: (Specify author			ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF FAR	43.103(b).	(such as cha	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS EI	NTERED INTO PURSUA	NT TO AUTHORITY O	F:		
D. OTHER (Specify type of modification and au	thority)				
E. IMPORTANT: Contractor is not, is required in the important in the impor	nired to sign this documer N (Organized by UCF se				
Note: The Contractor may return a signed copy via fac	csimile or as a scanned ir	mage in portable docum	nent format (pdf).		
	-SEE H	HEREIN-			
Fuent on provided basein all terms and and those of the decree	mant referenced in New OA	or 100 as borotofore abou		l and in full force	on and effect
Except as provided herein, all terms and conditions of the doct 15A. NAME AND TITLE OF SIGNER (Type or print)	ameni rererenceu in item 9A	7	TLE OF CONTRACTI		
Walter R. Leavy, Legal/Contracts			Contracting Office		,
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT			16C. DATE SIGNED
BY (b)(6)	9/18/15	RV			9/18/2015

(Signature of Contracting Officer)

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Base Year and Option Year 2 to Option Year 1 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062 and P00065 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$ (b)(4) from the "Not-to-Exceed" ceiling amount of Base Year CLIN 0090AA (TXS segment) AND re-allocate \$ (b)(4) from the "Not-to-Exceed" ceiling amount of Option Year 2 CLIN 2090AA to Option Year1 CLIN 1090AA (TXS segment).

Base Year Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh	-	LOT	\$ (b)(4)	-
		Material (TXS)			=	
					\$0	

Option Year 2 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			(b)(4)	

This will result in "Not-to-Exceed" ceiling amounts for Base Year CLIN 0090AA (TXS segment), Option Year 2 CLIN 2090AA (TXS segment) and Option Year 1 CLIN 1090AA (TXS segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
0090AA	TXS	Tech Refresh	-	LOT	(\$) (4)	-
		Material (TXS)				

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	\$ (b)(4)	-
		Material (TXS)				

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	=
		Material (TXS)				

2. In Section B, revise the following CLIN 0090 and CLIN 2090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AA (\$9,644,952.75 and \$4,454,087.19 less \$14,099,039.94).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

(1090AA as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)				

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AV	TXS	Tech Refresh Material	-	EA	(b)(4)	-
		(TXS) –				
		(TRP2_0042)				

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AV	TXS	Tech Refresh Material (TXS) – (TRP2_0042)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0042 equipment.

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	ONTRACT	1. CC	ONTRACT ID CODE	Ē	PAGE OF PAGES
P00068	B. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/F				L 1 OF 7 CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTEREI	DBY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		• •		n Hosting S Application		
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			Х	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TION OF COI 0013	NTRACT/ORDER NO.
CODE FAC	CILITY CODE 1U305		^	XX April 2015	EIIEWIII)	
	EM ONLY APPLIES TO	AMENDMENTS OF	SOLI	•		
The above numbered solicitation is amended as set forth					is not extend	nded
submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF If by virtue of this amendment you desire to change an offer all to the solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (If NOT APPLICABLE	pies of the amendment; (b) B a reference to the solicitatio PT OF OFFERS PRIOR TO ready submitted, such chang the opening hour and date s	By acknowledging receing and amendment num THE HOUR AND DATE are may be made by telespecified.	pt of thi bers. F SPEC gram o	is amendment on each FAILURE OF YOUR AG IFIED MAY RESULT I r letter, provided each	n copy of the of CKNOWLEDG IN REJECTION	BMENT TO BE N OF YOUR OFFER.
	S THE CONTRACT/ORI					
A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXE B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS EN	D PRICE) DER IS MODIFIED TO R 14, PURSUANT TO THE	EFLECT THE ADMII	NISTR AR 43.	ATIVE CHANGES		
D. OTHER (Specify type of modification and au	thority)					
E. IMPORTANT: Contractor ☐ is not, ☐ is requ 14. DESCRIPTION OF AMENDMENT/MODIFICATION	ired to sign this documer N <i>(Organized by UCF</i> se					er where feasible.)
Note: The Contractor may return a signed copy via fac	csimile or as a scanned in	mage in portable doc	cument	format (pdf).		
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the docu	ument referenced in Item 9A	or 10A, as heretofore of	changed	d. remains unchanged	and in full force	ce and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN		
Walt Leavy, Legal/Contracts		Jose Cervante	es, Co	ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST				16C. DATE SIGNED
RV (b)(6)	09/25/15	RV				9/25/2015

(Signature of Contracting Officer)

The purpose of this modification is to add CLIN 0058 Application Decommission Services within sections B and C (Option Year 1 through Option Year 4).

1. In Section B, add CLINs as follows:

Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
Application Hosting Deactivation Services - Per First Virtual Server	ES	Each	\$ (b)(4)	-
Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
Application Hosting Deactivation Services - Per Physical Server	ES	Each	(b)(4)(b)(4)	-
Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	(b)(4)	-
			9	
Application Hosting Deactivation Services - Per Application	ES	Each	\$ (b)(4)	-
Application Hosting Deactivation Services - Per First Virtual Server	ES	Each		-
Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
Application Hosting Deactivation Services - Per Physical Server	ES	Each	(b)(4)	-
Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	\$ (b)(4)	-
· · · · · · · · · · · · · · · · · · ·			()()	-
			\$ (b)(4)	-
Application Hosting Deactivation Services - Per Additional Virtual Server	ES	Each	(b)(4)	-
Application Hosting Deactivation Services - Per Physical Server	ES	Each	\$ (b)(4)	-
Application Hosting Deactivation Services - Per Additional Physical Server	ES	Each	\$ (b)(4)	-
			(- / ()	-
• • • • • • • • • • • • • • • • • • • •			\$ (b)(4)	-
**	ES	Each	¢ (b)(4)	-
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			(D)(4)	-
Server	EO	Lacii	(b)(4)	
	Application Hosting Deactivation Services - Per First Virtual Server Application Hosting Deactivation Services - Per Additional Virtual Server Application Hosting Deactivation Services - Per Physical Server Application Hosting Deactivation Services - Per Additional Physical Server Application Hosting Deactivation Services - Per Application Application Hosting Deactivation Services - Per First Virtual Server Application Hosting Deactivation Services - Per Additional Virtual Server Application Hosting Deactivation Services - Per Physical Server Application Hosting Deactivation Services - Per Additional Physical Server Application Hosting Deactivation Services - Per Application Application Hosting Deactivation Services - Per Additional Virtual Server Application Hosting Deactivation Services - Per Additional Virtual Server Application Hosting Deactivation Services - Per Additional Physical Server Application Hosting Deactivation Services - Per Additional Physical Server Application Hosting Deactivation Services - 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2. In Section C, within CLIN 0058 (Application Hosting Services (AHS)), add the CLIN as follows (Option Year 1 through Option Year 4):

plan: 1. Meeting with the application owners to create a schedule and project plan for the decommissioning of the application and components; 2. Conducting meetings, managing project deliverables, and scheduling tasks; 3. Providing status reports to the application owners and internal teams; 4. Archive application artifacts and project workbook;	0058AP	ES	Application Hosting Deactivation Services - Per Application	Provides one-time decommission services that are required to remove each hosted application from the AHS environment. Activities include the creation of a decommission-level project plan, removal of the application from the AHS environment, and archiving AHS and Service Desk artifacts. Specifically, the contractor shall provide the following services:
Citrix Shared Tools;				 Meeting with the application owners to create a schedule and project plan for the decommissioning of the application and components; Conducting meetings, managing project deliverables, and scheduling tasks; Providing status reports to the application owners and internal teams; Archive application artifacts and project workbook; Performing change management functions, including scheduling interaction with the application team. Remove application components from the AHS environment: Removing the application users and group membership from Active Directory; Removing the application container from Active Directory; Notifying Change and Problem Management of the decommissioning of the application; Removing the application container from the monitoring and capacity management tools; Removing the application container from the firewall configuration tool and network management tool; Removing the application container from all applicable IA Security tools (e.g. ACAS, HBSS, EMET); Removing the application container, users and groups from the Citrix Shared Tools; Removing the application from the Service Desk processes and documentation including updating Knowledge Management Articles. Notifying the Government Project Lead that the application

0058AQ	ES	Application Hosting	Provides one-time services that are required to remove the first virtual
	_~	Deactivation Services - Per	server from the AHS environment. Activities include removing the
		First Virtual Server	virtual server from the AHS shared infrastructure, removing the virtual
			server from the AHS shared tools and monitoring, removing the virtual
			server's logical networking connections, and deleting the virtual server
			allocation from the AHS virtual environment. Specifically, the
			contractor shall provide the following services:
			A. Establishing the application project team and project plan:
			1. Meeting with the application owners to create a schedule and
			project plan for the decommissioning activities;
			2. Conducting meetings, managing project deliverables, and
			scheduling tasks;
			3. Providing status reports to the application owners and internal
			teams; and
			4. Performing change management functions, including scheduling
			interaction with the application team.
			5. Creating Configuration Package for removal of AHS Virtual
			Server.
			B. Removing virtual server level components from AHS environment:
			1. Removing the server from Active Directory;
			2. Removing the server from the IA Security tools;3. Removing the server from the monitoring and capacity
			management tools;
			4. Removing the server from applicable IA Security tools (e.g.
			ACAS, HBSS, EMET);
			5. Identifying and de-allocating the SAN that is connected to server;
			6. Removing database components that are installed on the server;
			7. Purging server backups and removing the server from the backup
			process and documentation;
			8. Removing any SMTP services;
			9. Removing the server name from internal and external DNS;
			10. Removing the server definitions from the load balancer;
			11. Identifying and removing all firewall rules associated with server;
			and
			12. Removing server access from the Citrix Shared Tools.
			C. Removing the virtual server from the AHS virtual environment:
			De-allocating the virtual server resources from the AHS shared virtual environment;
			2. Removing the virtual server documentation; and
			3. Removing the virtual server documentation; and
			documentation.
			D. Notifying the Government Project Lead that the virtual server
			decommission has been completed.
			decommission has been completed.

0058AR	ES	Application Hosting Deactivation Services - Per Additional Virtual Server	Provides one-time decommission services that are required to remove each "additional" virtual server, within a decommission request, from the AHS Environment. Activities include removing the additional virtual server from the AHS shared infrastructure, removing the additional virtual server's logical networking connections, and deleting the additional virtual server allocation from the AHS virtual environment. Specifically, the contractor shall provide the following services: A. Removing additional virtual server level components from AHS environment: 1. Removing the server from Active Directory; 2. Removing the server from the IA Security tools; 3. Removing the server from the monitoring and capacity management tools; 4. Removing the server from applicable IA Security tools (e.g. ACAS, HBSS, EMET); 5. Identifying and de-allocating the SAN that is connected to server; 6. Removing dath sease components that are installed on the server; 7. Purging server backups and removing the server from the backup process and documentation; 8. Removing and SMTP services; 9. Removing the server mane from internal and external DNS; 10. Removing the server definitions from the load balancer; 11. Identifying and removing all firewall rules associated with server; 12. Removing the virtual server from the AHS virtual environment: 1. De-allocating the virtual server resources from the AHS shared virtual environment; 2. Removing the virtual server from the Service Desk process and documentation. This CLIN shall be ordered along with CLIN 0058AQ for virtual servers "beyond the first virtual server."
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		Deactivation Services - Per Physical Server	the first physical server, within in a decommission request, from the AHS environment. Activities include the physical removal of the server hardware and connection to the AHS infrastructure, removing the physical server from the monitoring and support tools, and removing the physical server from the AHS environment and documentation. Specifically, the contractor shall provide the following services: A. Setting up the project team and project plan: 1. Meeting with the application owners to determine the schedule and project plan for the physical server decommissioning; 2. Conducting meetings, managing project deliverables, and scheduling tasks; 3. Providing status reports to the application owners and internal teams; and 4. Performing change management functions, including scheduling interaction with the application team. B. Removing the physical server from the AHS environment: 1. Removing the server from the applicable IA Security tools (e.g. ACAS, HBSS, EMET); 2. Removing the server from the Performance/Capacity Management & Capacity Allocation tools and processes; 3. Identifying and de-allocating the SAN-attached storage used by the sserver; 4. Removing the server from the AHS BUR tools, processes, and documentation, and purging the backup tapes; 5. Deleting and Wiping all associated AHS Internal Hard Drives 6. Removing the server from Active Directory, SMTP, internal and external DNS, load balancers, firewall rules and the Citrix Shared Tools; 8. Removing the server from the Service Desk processes and documentation. C. Removing the server from the Service Desk processes and documentation. C. Removing the physical hardware from the AHS Infrastructure: 1. Creating configuration package for removal of the AHS physical server; 2. Submitting a process request for a decommission item in the Shipping Portal; 3. Uploading a DD-1348 to Asset Manager; 4. Creating a DD-250 for hard drives from the decommissioned item; 5. Powering down the physical server; 6. Removing the Government Project Leader
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0058AT	ES	Application Hosting	Provides one-time decommissioning services that are required to remove
0030711	Lo	Deactivation Services - Per	each "additional" physical server, within a decommission request, from
		Additional Physical Server	the AHS environment. Activities include the physical removal of the
		raditional injusted Server	server hardware and connection to the AHS infrastucture, removing the
			physical server from the monitoring and support tools, and removing the
			physical server from the AHS environment and documentation.
			Specifically, the contractor shall provide the following services:
			A. Removing additional physical server from the AHS environment:
			1. Removing the server from the applicable IA Security tools (e.g.
			ACAS, HBSS, EMET);
			2. Removing the server from the Performance/Capacity
			Management & Capacity Allocation tools and processes.
			3. Identifying and de-allocating the SAN-attached storage used by the server;
			4. Removing the server from the AHS BUR tools, processes, and
			documentation, and purging the backup tapes;
			5. Deleting and Wiping all associated AHS Internal Hard Drives
			Removing the server from the AHS monitoring tools;
			7. Removing the server from Active Directory, SMTP, internal
			and external DNS, load balancers, firewall rules and the Citrix
			Shared Tools; and
			8. Removing the server from the Service Desk processes and
			documentation.
			9.
			B. Removing additional physical hardware from the AHS infrastructure:
			Creating Configuration Package for removal of AHS Physical Server.
			Submitting Process Request for Decommission item in
			Shipping Portal
			3. Uploading DD1348 to Asset Manager
			4. Creating DD250 for Hard Drives from Decommissioned Item
			5. Powering down physical server; Removing the cabling and
			power from the physical server;
			6. Turning down ports for the physical server;
			7. Removing the physical server from AHS racks; and
			8. Packing and shipping the physical server.
			o. I acking and simpping the physical server.
			This CLIN shall be ordered along with CLIN 0058AS for physical
			servers "beyond the first physical server."
	•	•	

AMENDMENT OF SOLICITATION/M	ODIFICATION OF CO	ONTRACT 1	. CON	NTRACT ID CODE	Ē	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00069	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PU	IRCHA	ASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED E	3Y <i>(If</i>	other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199		Definitize a Po Refresh Mate TRP2_0041				•
kim.reavis@navy.mil 8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country. State and	ZIP Code) (X	() [9A. AMENDMEN	T OF SOLIC	ITATION NO.
o. While his habited of continuoron (No.,	ondot, oddrary, Glato and	211 6000)	',	,, t. , twicitowicit	1 01 00210	minimon no.
HP Enterprise Services, LLC 13600 EDS DRIVE				9B. DATED (SEE		
HERNDON, VA 20171					NTRACT/ORDER NO.	
		X		N00039-13-D- 10B. DATED <i>(SE</i>		
CODE FA	CILITY CODE 1U305			27 June 2013	LIILIVI II)	
	ITEM ONLY APPLIES TO	AMENDMENTS OF S				
The above numbered solicitation is amended as set fort	h in Item 14 The hour and da	ate specified for receipt of 0	Offers	is extended	is not exten	ded
_						aoa.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as amen	nded by	y one of the following	g methods:	
(a) By completing Items 8 and 15, and returning cubmitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIVED FOR THIS amendment you desire to change an offer to the solicitation and this amendment, and is received prior to the SOLICIAN COUNTING AND APPROPRIATION DATA (I	IPT OF OFFERS PRIOR TO already submitted, such chango the opening hour and date s	n and amendment number THE HOUR AND DATE SI ge may be made by telegra	rs. FAI PECIF	ILURE OF YOUR ACTION TO THE TRANSPORT OF	CKNOWLEDG N REJECTION	MENT TO BE N OF YOUR OFFER.
NOT APPLICABLE						
IT MODIFI	APPLIES ONLY TO MO ES THE CONTRACT/ORD	DER NO. AS DESCRIB	BED IN	N ITEM 14.		
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE)		ity) THE CHANGES SE	ET FC	RTH IN ITEM 14	ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OF appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF FAR	43.10		(such as cha	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURSUA	NT TO AUTHORITY O	F:			
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not, is reconst. 14. DESCRIPTION OF AMENDMENT/MODIFICATION.	uired to sign this documer ON (Organized by UCF se					er where feasible.)
Note: The Contractor may return a signed copy via fa	acsimile or as a scanned in	mage in portable docum	nent fo	ormat (pdf).		
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	7				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TI	IILE (JE CONTRACTIN	IG OFFICER	() ype or print)
Walter R. Leavy, Legal/Contracts		Jose Cervantes,	Con	tracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT				16C. DATE SIGNED
An -	9/26/15					9/26/2015
RV	I	RV				2, 20, 2010

(Signature of Contracting Officer)

The purpose of this modification is to 1) re-allocate Not-to-Exceed CLIN ceiling from the Option Year 2 and 2) definitize a portion of the Option Year1 CLIN 1090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065 and P00067 for previous CLIN x090 definitizations.

1. In Section B, re-allocate \$584,017.18 from the "Not-to-Exceed" ceiling amount of Option Year2 CLIN 2090AB (ES segment).

Option Year 2 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	\$ (b)(4)	-

This will result in "Not-to-Exceed" ceiling amounts for Option Year 2 CLIN 2090AB (ES segment) and Option Year 1 CLIN 1090AB (ES segment) as follows.

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services	-	LOT	\$ (b)(4)	-
		(ES)				

In Section B, revise the following CLIN 1090 and CLIN 2090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 1090AB (\$ (b)(4) less \$ (b)(4)).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services	-	LOT	\$ (b)(4)	-
		(ES)				

(1090AB as established paragraph 1 above)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	\$ (b)(4)	-
		(ES)				

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year1:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AW	ES	Enterprise Services (ES)	-	EA	(b)(4)	-
		- (TRP2_0041)				

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
1090AW	ES	Enterprise Services (ES) – (TRP2_0041)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP2_0041 equipment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ONTRACT ID CODE		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE	4. REQUISITION/	PLIRC	J HASE REO NO	5 PROJEC	1 OF 2 CT NO. (If applicable)
	SEE BLOCK 16C.	T. ILEGOIOTTION	· OKO	TIAGE NEG. NO.	J. TROJEC	or No. (II applicable)
	N00039	7. ADMINISTERE	D BY ((If other than Item 6,	CODE	
SPACE AND NAVAL WARFARE SYSTEMS	S COMMAND	Add Softwa	are	Certification	and D	istribution
CONTRACTING OFFICER: Kimberly L. Rea	avis, Code 2.1E5	Services (0				
1325 10 th Street SE, BLDG 196, Suite 301		Services (C	J∐I'	N XU47)		
Washington Navy Yard						
Washington, DC 20374						
PHONE: 202-433-7199 kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, country. State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
o. Will fill fill fill fill fill fill fill	aroot, oourtry, otato ara		(71)	07 tt 7 tt 10 tt 1	. 0. 002.0	
HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)	
13600 EDS DRIVE		_		,		
HERNDON, VA 20171						NTRACT/ORDER NO.
			Χ	N00039-13-D-0		
CODE FAC	CILITY CODE IU305		^	27 June 2013	LIILWIII)	
	TEM ONLY APPLIES TO	AMENDMENTS OF	SOL			
The above numbered solicitation is amended as set forth					is not extende	od.
The above numbered solicitation is amended as set forth	iii iteiii 14. Tile iloui aliu ua	te specified for receipt of	oi Oileis	s is exterided	is not extende	ru.
Offers must acknowledge receipt of this amendment prior to the	e hour and date specified in t	he solicitation or as am	ended b	by one of the following i	methods:	
(a) By completing Items 8 and 15, and returning cop	pies of the amendment; (b) B	y acknowledging receip	t of this	amendment on each o	opy of the offe	r
submitted; or (c) By separate letter or telegram which includes	a reference to the solicitation	and amendment numb	ers. FA	AILURE OF YOUR ACK	KNOWLEDGM	IENT TO BE
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIF If by virtue of this amendment you desire to change an offer all						
to the solicitation and this amendment, and is received prior to	the opening hour and date sp			, p		
12. ACCOUNTING AND APPROPRIATION DATA (If	required)					
NOT APPLICABLE 13. THIS ITEM	APPLIES ONLY TO MO	DIFICATIONS OF C	ONTR	ACTS/ORDERS		
	S THE CONTRACT/ORI		_			
(X) A. THIS CHANGE ORDER IS ISSUED PURSU	JANT TO: (Specify autho	rity) THE CHANGES	SSET	FORTH IN ITEM 14	ARE MADE	IN THE CON-
TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXE	D PRICE)					
TAR GEAGGE 32.243 TARTI (GHANGEG TIAL	DT MOL)					
B. THE ABOVE NUMBERED CONTRACT/OR					(such as ch	anges in paying office,
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS E				.103(b).		
C. THIS SUPPLEMENTAL AGREEMENT IS E	NIERED INTO PURSUA	INI TO AUTHORIT	T OF.			
D. OTHER (Specify type of modification and au	uthority)					
	uired to sign this docume					
14. DESCRIPTION OF AMENDMENT/MODIFICATION	N (Organized by UCF se	ection headings, incl	uding s	solicitation/contract	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via fa	csimile or as a scanned i	mage in portable do	cumer	it format (pdf).		
		g p		()-		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the docu	ment referenced in Item QA	or 104 as heretofore ch	anged	remains unchanged as	nd in full force	and affect
15A. NAME AND TITLE OF SIGNER (Type or print)	anon rolorenced in item 9A (OF CONTRACTIN		
						() F F
Brian Stevens, Legal/Contracts	_			ontracting Office	r	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST	ATES	OF AMERICA		16C. DATE SIGNED
(b)(6)						9/29/2015
BY	20SED204E	BY) <u> </u>
(Signature of person authorized to sign) NSN 7540-01-152-8070	29SEP2015	(Signature 30-105	of Contra	acting Officer)	STAND	DARD FORM 30 (REV. 10-83)
PREVIOUS EDITION UNUSABLE						8 CFR) 53.243

The purpose of this modification is to add "Software Certification and Distribution" services to sections B and C (Option Year 2 through Option Year 4). Specifically, the following changes are required.

1. In Section B, add CLINs as follows:

2047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-
3047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-
4047AF	Supplemental Scripts	ES	Each	\$ (b)(4)	-

2047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-
3047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-
4047AG	Software Distribution (Additional Events)	ES	Each	\$ (b)(4)	-

2. In Section C, add the CLIN description as follows (Option Year 2 through Option Year 4):

0047AF	ES	Supplemental Scripts	This service provides additional engineering and scripting for CLIN47AA or CLIN47AB only in accordance with Section 3.3.13 in the PWS. Where technically possible, a script would be developed to allow the application to do the following; a) install/uninstall silently, b) requires interaction with the users to complete the installation, c) allow the users to input a new license key or file, d)
			modify installation process of software package. This service may be ordered for an existing CLIN47AA or CLIN47AB Software Testing and Package or can be ordered in conjunction with a new CLIN47AA or CLIN47AB.
0047AG	ES	Software Distribution (Additional Events)	This service is utilized for the distribution of existing certified software application packages and associated supplemental packaging instances when a single distribution event is not sufficient to meet the Government's distribution objectives. The Contractor shall provide a release plan to the Government requestor which details the NGEN Data Seats targeted in accordance with Seat to Application Mapping (STAM) for the additional distribution event. The Contractor shall provide a completion report after all seats/locations have completed software distribution.
			This service may be ordered in conjunction with the CLIN47AA or CLIN47AB. Software Distribution (additional events) and all such additional distribution events must occur within the Fiscal Year for which the funding is valid and be based upon a mutually agreed project distribution release Plan of Action & Milestones (POA&M) in accordance with the processes in section 3.3.16 in the NGEN PWS.
			This service is limited to existing certified software that can be distributed via an electronic distribution method for authorized users.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. C	UNTRACTID CODE	PAGE OF PAGES 1 OF 3	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	/DI IDC	UASE DEC NO T	5 DDO IE	CT NO. (If applicable)
P00071	SEE BLOCK 16C.					
6. ISSUED BY CODE	N00039	7. ADMINISTER	ED BY	(If other than Item 6,) CODE	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. R 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Add Site Survey CLIN 2006AS to Section B and revise 0006AS description under Section C.					
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE 10A. MODIFICAT N00039-13-D-	ION OF CO	NTRACT/ORDER NO.	
			Χ	10B. DATED (SE	E ITEM 11)	
	CILITY CODE 1U305			27 June 2013		
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS O	F SOL	ICITATIONS	·i	
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	ate specified for receip	t of Offe	rs is extended	is not exten	ded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mended	by one of the following	g methods:	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which includ RECEIVED AT THE PLACE DESIGNATED FOR THE RECI If by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior 12. ACCOUNTING AND APPROPRIATION DATA (NOT APPLICABLE	es a reference to the solicitation EIPT OF OFFERS PRIOR TO already submitted, such chang to the opening hour and date	on and amendment nur THE HOUR AND DAT ge may be made by tel	mbers. I	FAILURE OF YOUR AG SIFIED MAY RESULT I	CKNOWLEDO N REJECTIOI	MENT TO BE N OF YOUR OFFER.
13. THIS ITEM	APPLIES ONLY TO MO					
A. THIS CHANGE ORDER IS ISSUED PURS ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/OI appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS	RDER IS MODIFIED TO R 1 14, PURSUANT TO THE	EFLECT THE ADM	S SET I	FORTH IN ITEM 14 ATIVE CHANGES 103(b).	(such as cha	
X	INTERED INTO FOROUP	in to Admorn	, 01.1	natual Agreement o	i ino i dinico	
D. OTHER (Specify type of modification and a	outhority)					
E. IMPORTANT: Contractor is not, is rec	juired to sign this docume	nt and return (See N	lote be	low) copies to the is	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATI						r where feasible.)
Note: The Contractor may return a signed copy via f	acsimile or as a scanned in					
				+		
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A					
15A. NAME AND TITLE OF SIGNER (Type or print)		Ì		OF CONTRACTIN		. (i yp a oi piini)
Walt Leavy, Legal/Contracts				, Contracting Of	ficer	700 0.75 0.00
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S				16C. DATE SIGNED
BY (b)(6)	9/30/15	LASK.GREG		(b)(6	6)	30 Sep 2015

The purpose of this modification is to add Site Survey CLIN 2006AS to Section B and to revise the 0006AS description under Section C.

1. In TXS Section B, add Site Survey CLIN 2006AS:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2006AS	Site Survey CLIN	-	Monthly	\$163,461.54	-

2. In TXS Section C, revise the CLIN description as follows:

FROM:

CLIN	Supplies/Services	Description
0006AS	Site Survey CLIN	This Service provides for site surveys to gather and document the data required to estimate the services and materials necessary to perform the services covered under a CLIN 0006AG. • The Government will initiate a site survey by submitting a written request in a format mutually agreed by the parties. • The Contractor will provide a written response to each request containing the result of the survey and a detailed Bill of Materials and services required to make the requested changes to the NMCI network • This service is only available at buildings within USN CONUS sites and buildings within OCONUS sites in Hawaii that have NMCI connectivity as of November 1, 2014. This service includes buildings without NMCI connectivity that are located within 1500 feet of an NMCI point of presence • This service includes surveys for both Classified and Unclassified network and work areas • This service is not available for requests that require one or more separate runs of outside cable plant installation that exceeds 1500 feet • Work will be performed during normal working hours • In performing these services, the Contractor shall only be required to incur costs for up to ten (10) non-local travel trips. • The CLIN Price will be evaluated and updated on an annual basis. There is no volume commitment for the number of site surveys to be performed under this CLIN.

TO:

CLIN	Supplies/Services	Description
0006AS	Site Survey CLIN	This Service provides for site surveys to gather and document the data required to estimate the services and materials necessary to perform the services covered under a CLIN 0006AG. • The Government will initiate a site survey by submitting a written request in a format mutually agreed to by the parties. • The Contractor will provide a written response to each request containing the result of the survey and a detailed Bill of Materials and services required to make the requested changes to the NMC network. • This service is only available at buildings within USN CONUS sites and buildings within OCONUS sites in Hawaii, not to excee three (3) buildings for any single survey, that have NMCI connectivity as of October 01, 2015. This service includes buildings without NMCI connectivity that are located within 150 feet of an NMCI point of presence. • This service includes surveys for both Classified and Unclassified network and work areas. • This service is not available for requests that require one or mor separate runs of outside cable plant installation that exceeds 1500 feet. • This service is not available for wireless bridging • Work will be performed during normal working hours. • Surveys will be tracked as "Simple Surveys", "Moderate Surveys", and "Complex Surveys". • The CLIN Price will be evaluated and updated on an annual basis. • Where possible, 6AG projects will implement or prepare the environment to enable 10G transport. The scope of this will be confined to the end destination building. Upgrading the MDF to 10G will be a TRMP function. • This CLIN supports only 6AG network upgrades (Claimar driven). Technical Refresh and Modernization Plan upgrades are not covered by this item. • There is no volume commitment for the number of site surveys to be performed under this CLIN.

^{3.} Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/M	CONTRACT 1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 8		
2. AMENDMENT/MODIFICATION NO. P00072	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/	PURCHASE REQ. NO	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE	D BY (If other than Ite	m 6) CODE	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Services (0	CLIN for Em CLIN X074A/ Incorporate t 1 (PWS)	A) under	Sections B	
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X) 9A. AMENDA	MENT OF SOLIC	CITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171	_	N00039-13	CATION OF CO -D-0013 (SEE ITEM 11)	ONTRACT/ORDER NO.	
The state of the s	CILITY CODE 1U305 ITEM ONLY APPLIES TO	AMENDMENTS O		13	
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	ate specified for receipt	of Offers is extende	d is not exte	nded,
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as as	nended by one of the foll	owing methods:	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior 12. ACCOUNTING AND APPROPRIATION DATA (I	EIPT OF OFFERS PRIOR TO already submitted, such chang to the opening hour and date:	THE HOUR AND DATE	E SPECIFIED MAY RESI	ILT IN REJECTIO	ON OF YOUR OFFER.
NOT APPLICABLE 13. THIS ITEM	APPLIES ONLY TO MO	DIFICATIONS OF C	ONTRACTS/ORDER		
	ES THE CONTRACT/ORI	DER NO. AS DESCI	RIBED IN ITEM 14.		IN THE CONTRACT
ORDER NO. IN ITEM 10A		,,			
B. THE ABOVE NUMBERED CONTRACT/OF appropriation date, etc.) SET FORTH IN ITEM	114, PURSUANT TO THE	AUTHORITY OF F	AR 43.103(b).		
C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURSUA	NT TO AUTHORITY	OF: Mutual Agreeme	nt of the Parties	3
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not, is red 14. DESCRIPTION OF AMENDMENT/MODIFICATION 15. IMPORTANT: Contractor is not, is red 16. IMPORTANT: Contractor is not, is not, is red 17. IMPORTANT: Contractor is not, is not, is red 18. IMPORTANT: Contractor is not, is not, is red 19. IMPORTANT: Contractor is not,	uired to sign this documer				
Note: The Contractor may return a signed copy via fa		_	- "	aci ambieci iliali	el Wilete leasible.)
-SEÉ H	EREIN FOR REMA	INDER OF MO	DIFICATION-		
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or print)	cument referenced in Item 9A		changed, remains unchar TITLE OF CONTRAC		
(b)(6) Contracts	Manager		Lask, Contracting	Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST LASK.GREGO	ATES OF AMERICA RY.ROBERT.		16C. DATE SIGNED
(b)(6)	5 OCT 2015	BY (b)(6)		07 Oct 2015
(Signature of physical authorized to sign) NSN 7540-01-152-8070 PREVIOUS EDITION (MUSABLE		30-105	of Contracting Officer)		DARD FORM 30 (REV. 10-83) 46 CFR) 53:243

The purpose of this modification is make the following changes to Section B, Section C, and Attachment 1 (PWS) for revisions to Embarkable Seat Uplift Services (CLIN x074AA) per RAPT PMNMCI-5000-2015-NG0966:

1. In Enterprise Services Section B, revise the Supplies or Services and Prices/Costs description for CLIN x074AA, Embarkable Seat Uplift, as follows:

FROM:

CLIN	Services/Supplies	QTY	Unit	Unit Price	Amount
2074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-
3074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	-
4074AA	Embarkable Seat Uplift	-	Monthly	(b)(4)	•

TO:

CLIN	Services/Supplies	QTY	Unit	Unit Price	Amount
		NA ERBA		un la ukransta da kisto	
2074AA	Embarkable Seat	-	Monthly	(b)(4)	-
	Uplift Part A				
2074AB	Embarkable Seat	-	Monthly	(b)(4)	
	Uplift Part B				
3074AA	Embarkable Seat	-	Monthly	(b)(4)	-
	Uplift				
4074AA	Embarkable Seat	_	Monthly	(b)(4)	
	Uplift				

2. In Enterprise Services Section C, revise the CLIN description as follows:

FROM:

0074	Embarkable Seat Uplift	Any new seat service in accordance with Section 3.3.30 (with the exception of 3.3.30.3) in the PWS deployment will be a complete hardware bundle that includes USB Smartcard keyboard, USB Optical Mouse, and 19 inch flat screen monitor, Stand, Dock, Bag, Cable). Performance shall be in accordance with Section
		3.3.30.3 with guidance from 3.3.33 for seats in the PWS.

0074AA	Embarkable Seat Uplift	In accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS, embarkable means that the seat will be periodically deployed and used in an expeditionary or field environment where the workstation is subjected to rough handling and climatic extremes. Embarkable seats shall be capable of interfacing with and being reconfigured for compatibility with IT-21 shipboard networks and the Marine Corps Tactical Network (MCTN). Reconfiguration to interface with IT-21 or other non-NGEN (e.g. Disembarked) network is not the responsibility of the Contractor. Worldwide support for deployed equipment and software to meet the service level is provided by DON. Reconfiguration for return and interface with NGEN is the responsibility of the Contractor. The unit of purchase for these service categories shall be referred to as a "seat". The Contractor shall provide two (2) non-classified user accounts for each embarkable workstation seat procured. The NGEN Contractor shall supply spares to facilitate deployed operations. The Contractor shall use as a basis for evaluation of
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0074	Embarkable Seat Uplift	Any new seat service in accordance with Section 3.3.30 (with the exception of 3.3.30.3) in the PWS will be a complete hardware bundle that includes USB Smartcard keyboard, USB Optical
		Mouse, and 19 inch flat screen monitor, Stand, Dock, Bag, and Cable). Performance shall be in accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS.
		•

0074AA	Embarkable Seat Uplift	In accordance with Section 3.3.30.3 with guidance from 3.3.33 for seats in the PWS, embarkable means that the seat will be periodically deployed and used in an expeditionary or field environment where the workstation is subjected to rough. handling and climatic extremes. Embarkable seats shall be capable of interfacing with and being reconfigured for compatibility with IT-21 shipboard networks and the Marine Corps Tactical Network (MCTN). Reconfiguration to interface with IT-21 or other non-NGEN (e.g. Disembarked) network is not the responsibility of the Contractor. Worldwide support for deployed equipment and software to meet the service level is provided by DON. Reconfiguration for return and interface with NGEN is the responsibility of the Contractor. The unit of purchase for these service categories shall be referred to as a "seat". The Contractor shall provide two (2) non-classified user accounts for each embarkable workstation seat procured. The NGEN Contractor shall supply spares to facilitate deployed operations. The Contractor shall use as a basis for evaluation of required spares and ILS support the projected equipment as described in the PWS. Beginning in FY17, this seat service shall include a pool of spare/swappable embarkable hard drives at a ratio of 10% of the total count of CLIN x074AA orders. All HDD removed from service to EOL or damage will be disposed of in accordance with PWS 3.5.5.a.
0074AB	Embarkable Seat Uplift (FY16 Only)	CLIN required to be ordered with 0074AA. CLIN provides a pool of spare/swappable embarkable hard drives at a ratio of 10% of the total count of CLIN x074AA orders for FY16. All HDD removed from service to EOL or damage will be disposed of in accordance with PWS 3.5.5.a.

3. In Section J, revise Attachment 1 – Performance Work Statement as follows:

FROM:

3.3.30.3 Deployable Computing

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to 3.3.30.3 Deployable Computing. Deployable computing services are provided to NGEN end users deployed to or stationed in an expeditionary or field environment and require integration of the end user device into another network.

(b)(4)

The ES Contractor shall:

- a. Provide, maintain, and support deployable end user devices for use in an expeditionary or field environment.
- b. Provide deployable end user devices that are capable of interfacing and compatible with: 1) IT-21 shipboard networks; 2) the Marine Corps Tactical Network; 3) the ONE-Net environment; and, 4) other DON and DoD networks.

- i. Certify the NGEN Core Build for operations on the IT-21 shipboard network in accordance with Commander, United States Fleet Forces Command (USFFC) Message R 061240Z DEC ZYB, Shipboard Application Configuration Management, Control, and Enforcement.
- ii. Provide DON Government unit IT with system administrator rights to perform all functions required to reconfigure, operate, and maintain deployed end user devices in the embarked environment.
- iii. Provide support for scheduled, unscheduled, or short notice movements.
- c. Provide an automated Web based deployable tool solution to allow the unit IT specialists to choose, schedule, and execute the deployment of end user devices.
 - *i.* Provide access to the tool internally and externally from NGEN.
 - ii. Provide access to the NGEN Core Build to incorporate modifications required to maintain compatibility with NGEN and operational network environment changes.
 - *iii.* Provide capability to display on the end user device when a deployable seat is either in the deployed state or scheduled to deploy.
- d. Provide email redirection, forwarding, and reimplementation of full service email for deployed accounts for *.mil* and *.gov* addresses only.
 - i. Implement and maintain the email redirection capability to securely allow individual end users and unit IT specialists to remotely start, stop, or modify their email redirection configuration.
 - ii. Allow unit IT specialists to manage bulk-user email redirection for their command.
 - iii. Provide email redirection remote capability that is:
 - a) Accessible from Web based tools internal or external to NGEN.
 - b) Available through the Service Desk using email, commercial telephone, and the DSN.
- e. Provide worldwide logistics support for deployed end user HW devices and SW to meet deployed personnel requirements.
 - *i.* Provide remote troubleshooting via email or telephone to the NGEN Service Desk to provide the unit IT specialists with technical liaison support.
 - ii. Coordinate with the unit IT specialists to collect and analyze equipment failure data while deployed and make recommendations for modified deployable configurations, PUKs, and logistics support strategies. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)
 - iii. Ship all replacement parts and ensure packages are marked and shipped in accordance with established Government shipping requirements to Fleet Post Office (FPO) and Army Post Office (APO) addresses.
 - iv. Assume all costs associated with the commercial shipment of devices and spares to the deployed units. (b)(4)
- f. Provide the imaging tools to enable unit IT specialists to locally rebuild end user devices to a predeployment state. (b)(4)
 - *i.* Provide the NGEN Core Build image with required security patches, applications, application updates, and IAVAs no sooner than 30 days prior to deployment date.
 - ii. Provide the NGEN Core Build image, including all Core Build media and all authorized seat applications, to unit IT specialists for the rebuilding of deployable seats to a pre-deployment
- g. Distribute and install required NGEN patches (e.g., IAVA and IAVM) while seats are deployed.
- h. Perform automated configuration, reconfiguration, upgrades, and SW maintenance upon return to NGEN and prior to reconnection with the shore NGEN infrastructure in accordance with the pertinent IAVA.

- *i.* Reconfigure deployed end user devices for return and interface with NGEN in the event that the Government IT support does not return with the unit.
- *ii.* Scan the returning deployable end user devices, if requested by the Government, to validate compatibility with the network.
- i. Provide the capability to swap hard drives with NGEN end user device rebuilt hard drives upon return to NGEN to expedite reintegration.
- j. Provide the capability to migrate user data from NGEN to the deployed environment and back.
- k. Deliver Pack-up Kits (PUK) in coordination with the Government to commands for the support of deployed units at non-NGEN sites or for use across network management domains. PUKs consist of:
 - *i*. Five percent whole unit and five percent hard drive of total deployed seats (fractional percentages will be rounded up to the next whole number).
 - ii. Imaging tool to reimage any seat during deployment.
 - iii. One copy of deployable process documentation.
 - iv. Basic Input Output System (BIOS) password for unit IT to properly manage seats while on deployment.
 - v. DAR CD's for troubleshooting and recovery of seats that experience DAR encryption problems for the unit IT to manage seats while on deployment.
 - vi. Deployable related training.

TO:

3.3.30.3 Deployable Computing

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to 3.3.30.3 Deployable Computing. Deployable computing services are provided to NGEN end users deployed to or stationed in an expeditionary or field environment and require integration of the end user device into another network.

(b)(4)

The ES Contractor shall:

- a. Provide, maintain, and support deployable end user devices for use in an expeditionary or field environment
- b. Provide deployable end user devices that are capable of interfacing and compatible with: 1) IT-21 shipboard networks; 2) the Marine Corps Tactical Network; 3) the ONE-Net environment; and, 4) other DON and DoD networks.
 - i. Certify the NGEN Core Build for operations on the IT-21 shipboard network in accordance with Commander, United States Fleet Forces Command (USFFC) Message R 061240Z DEC ZYB, Shipboard Application Configuration Management, Control, and Enforcement.
 - ii. Provide DON Government unit IT with system administrator rights to perform all functions required to reconfigure, operate, and maintain deployed end user devices in the embarked environment.
 - iii. Provide support for scheduled, unscheduled, or short notice movements.
- c. Provide an automated Web based deployable tool solution to allow the unit IT specialists to choose, schedule, and execute the deployment of end user devices.
 - i. Provide access to the tool internally and externally from NGEN.
 - ii. Provide access to the NGEN Core Build to incorporate modifications required to maintain compatibility with NGEN and operational network environment changes.
 - *iii.* Provide capability to display on the end user device when a deployable seat is either in the deployed state or scheduled to deploy.

- d. Provide email redirection, forwarding, and reimplementation of full service email for deployed accounts for *.mil* and *.gov* addresses only.
 - i. Implement and maintain the email redirection capability to securely allow individual end users and unit IT specialists to remotely start, stop, or modify their email redirection configuration.
 - ii. Allow unit IT specialists to manage bulk-user email redirection for their command.
 - iii. Provide email redirection remote capability that is:
 - a) Accessible from Web based tools internal or external to NGEN.
 - b) Available through the Service Desk using email, commercial telephone, and the DSN.
- e. Provide worldwide logistics support for deployed end user HW devices and SW to meet deployed personnel requirements.
 - *i.* Provide remote troubleshooting via email or telephone to the NGEN Service Desk to provide the unit IT specialists with technical liaison support.
 - Coordinate with the unit IT specialists to collect and analyze equipment failure data while deployed and make recommendations for modified deployable configurations, PUKs, and logistics support strategies. (CDRL A010 – Monthly Status Report and CDRL A002 – Presentation Material)
 - iii. Ship all replacement parts and ensure packages are marked and shipped in accordance with established Government shipping requirements to Fleet Post Office (FPO) and Army Post Office (APO) addresses.
 - *iv.* Assume all costs associated with the commercial shipment of devices and spares to the deployed units. (b)(4)
- f. Provide the imaging tools to enable unit IT specialists to locally rebuild end user devices to a predeployment state. (b)(4)
 - *i.* Provide the NGEN Core Build image with required security patches, applications, application updates, and IAVAs no sooner than 30 days prior to deployment date.
 - ii. Provide the NGEN Core Build image, including all Core Build media and all authorized seat applications, to unit IT specialists for the rebuilding of deployable seats to a pre-deployment state.
- g. Distribute and install required NGEN patches (e.g., IAVA and IAVM) while seats are deployed.
- h. Perform automated configuration, reconfiguration, upgrades, and SW maintenance upon return to NGEN and prior to reconnection with the shore NGEN infrastructure in accordance with the pertinent IAVA.
 - i. Reconfigure deployed end user devices for return and interface with NGEN in the event that the Government IT support does not return with the unit.
 - *ii.* Scan the returning deployable end user devices, if requested by the Government, to validate compatibility with the network.
- i. Provide the capability to swap hard drives with NGEN end user device rebuilt hard drives upon return to NGEN to expedite reintegration. (b)(4)
 - The pool will include spare drives for all models of deployable end-user devices supported on NMCI. The service will include replenishment of the pool to accommodate normal shrinkage due to defective, end-of-life, and failed disk drives.
- j. Provide the capability to migrate user data from NGEN to the deployed environment and back.
- k. Deliver Pack-up Kits (PUK) in coordination with the Government to commands for the support of deployed units at non-NGEN sites or for use across network management domains. PUKs consist of:

- *i.* Five percent whole unit and five percent hard drive of total deployed seats (fractional percentages will be rounded up to the next whole number).
- ii. Imaging tool to reimage any seat during deployment.
- iii. One copy of deployable process documentation.
- iv. Basic Input Output System (BIOS) password for unit IT to properly manage seats while on deployment.
- v. DAR CD's for troubleshooting and recovery of seats that experience DAR encryption problems for the unit IT to manage seats while on deployment.
- vi. Deployable related training.
- 4. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CO			ONTRACT	1. CONTRACT ID CODE J			PAGE OF PAGES 1 OF 2
2. A	MENDMENT/MODIFICATION NO. P00073	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/				CT NO. (If applicable)
6. IS	SUED BY CODE	N00039	7. ADMINISTERE				
			Modify Cla	use	G-2: 5252.	201-92	201
	CE AND NAVAL WARFARE SYSTE		-		N OF CON		
	NTRACTING OFFICER: Kimberly L. R						
	5 10 th Street SE, BLDG 196, Suite 30 [.] Shington Navy Yard	1					(MAR 2006)
	shington, DC 20374		to Add and	l Re	move COR	ls from	the Existing
	ONE: 202-433-7199		NGEN Cor	ntra	ct		
	reavis@navy.mil						
	AME AND ADDRESS OF CONTRACTOR (No.	, street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLIC	CITATION NO.
	Enterprise Services, LLC				9B. DATED (SEE	E ITEM 11)	
	00 EDS DRIVE				10A MODIFICAT		NTRACT/ORDER NO.
HEF	RNDON, VA 20171				N00039-13-D-		NIRACI/ORDER NO.
				Χ	10B. DATED (SE		
COD	E F	ACILITY CODE 1U305			27 June 2013	•	
	11. THIS	TITEM ONLY APPLIES TO	AMENDMENTS O	F SOL	ICITATIONS		
	The above numbered solicitation is amended as set fo	rth in Item 14. The hour and d	ate specified for receipt	of Offe	ers is extended	is not exter	ided.
RECE If by v to the 12. / NO	A. THIS CHANGE ORDER IS ISSUED PURITRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAB. THE ABOVE NUMBERED CONTRACT/Cappropriation date, etc.) SET FORTH IN ITEC. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and	EIPT OF OFFERS PRIOR TO already submitted, such chan- to the opening hour and date (If required) MAPPLIES ONLY TO MORE THE CONTRACT/OR SUANT TO: (Specify authory 2015) RDER IS MODIFIED TO RM 14, PURSUANT TO THE ENTERED INTO PURSUA	THE HOUR AND DATI ge may be made by tele specified. DIFICATIONS OF C DER NO. AS DESC PRITY) THE CHANGES REFLECT THE ADMI E AUTHORITY OF F ANT TO AUTHORITY	CONTR RIBED S SET INISTF AR 43 Y OF:	RACTS/ORDERS. O IN ITEM 14. FORTH IN ITEM 14 RATIVE CHANGES .103(b).	ARE MADE	N OF YOUR OFFER. etter makes reference
	DESCRIPTION OF AMENDMENT/MODIFICAT	quired to sign this docume					er where feasible)
	: The Contractor may return a signed copy via						
		-SEE	HEREIN-				
	ot as provided herein, all terms and conditions of the d NAME AND TITLE OF SIGNER (Type or print		16A. NAME AND) TITLI	d, remains unchanged E OF CONTRACTIN Contracting Offic	NG OFFICER	
15B.	CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST			 -	16C. DATE SIGNED
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BY_	(0)	_	BY				
NSN 7	(Signature of person authorized to sign) 540-01-152-8070	<u> </u>	(Signature 30-105	ot Contra	acting Officer)	STAN	DARD FORM 30 (REV. 10-83)
	OUS EDITION UNUSABLE						18 CFR) 53.243

The purpose of this modification is to make the following changes to Clause G-2: 5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006) to the existing NGEN Contract N00039-13-D-0013:

- 1. Remove Dr. Tammie Page as a Contracting Officer's Representative (COR) and her contact information.
- 2. Add Mr. Jason Moeller as a Contracting Officer's Representative (COR).

AMENDMENT OF SOLICITATION/MO	ONTRACT	1. CC	ONTRACT ID CODE	- 1	PAGE OF PAGES 1 OF 5		
2. AMENDMENT/MODIFICATION NO. P00074	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	I/PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTER	ED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Revise the CLIN Description for NAVAIR Transactor Seat (0072AC) Services and Incorporate Revisions to Attachment 1 (PWS)						
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLIC	ITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			х	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE 27 June 2013	TION OF CO -0013	NTRACT/ORDER NO.	
	CILITY CODE 1U305	AMENDMENTS O	F SOL	100 0 000			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers							
-SEE HEREIN —							
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or print)			d, remains unchanged E OF CONTRACTII				
Mary Ellen Jacobi, Contracts Manager		Jose Cervan	tes Co	ontracting Office	er	anne raine de la company d	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S				16C. DATE SIGNED	
BY_ (b)(6)	1300 2015	BY(b)(6) 10/13/2015					

Signature orperson authorized to sign)
NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

The purpose of this modification is to make various Option Year 2 changes to sections B and C and Attachment 1 (PWS) associated with the NAVAIR Time and Attendance Transactor Seat (CUN x072AC) services as outlined herein:

I. In Section B,revise the Supplies/Services description for CLIN x072AC, NAVAIR Time and Attendance Transactor Seat, as follows:

		-	
┢	\mathbf{I}	\mathbf{m}	_

CLIN	Suppl ies/Services	QTY	UNIT	UNITPRICE	AMOUNT
2072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly		
3072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly	(b)(4)
4072AC	NAVAIR Time and Attendance Transactor Seat	-	Monthly		

CUN	Supplies/Services	QTY	UNIT	UNIT PRICE AMOUNT
2072AC	NAVAIR Time and	_	Month ly	
	Attendance Transactor HW Usage Service			
3072AC	NA VA IR Time and	-	Monthly	
	Attendance Transactor HW Usage			(b)(4)
	Service			
4072AC	NAVAIR Time and	-	Monthly	
	Attendance Transactor HW Usage			
	Service			

2. Effective in contract Option Year 2, in Section C, revise the CUN description for CLIN 0072AC as follows:

From·		
0072AC	NAVAIR Time and Attendance Transactor Seat	This service provides a workstation seat in accordance with section 3.3.30.1 with guidance from 3.3.33 for seats in the PWS that will run the Time and Attendance application and will receive services from "Time and Attendance legacy" and "NGEN-connected" host servers. The seat shall permit a functional account to remain logged in, with no logon password required, and accommodate the use of Optional User Capabilities, Barcode Scanners. User authentication will occur within the application and not into the NGEN Active Directory infrastructure. The seat shall consist of one functional user account for each seat and an Optional User Capabilities "Barcode Scanner" shall be ordered in conjunction with this line item. This seat will be modified as follows: 1)No CAC authentication required, 2) Functional account Jogon ID and password for Active Directory authentication, 3) Automatic Active Directory logon at powerup and re-boot, 4) No screensaver password unlock required, 5) Group Policy Objectenabled restriction to Microsoft Internet Explorer, Microsoft Office, WinZip, Real Player, and WRQ Reflections, and 6) Auto load of the Time and Attendance application at power-up or re-boot. Standard Desktop Computer that meet or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements).

0072AC NAVAIR Time and The Contractor shall provide unclassified Services to include the operation, maintenance, break/fix labor of all Attendance Transactor hardware (HW) including disposal, and HW and HW Usage Service software (SW) patchi ng, required to provide the End User Hardware maintenance as a service. Performance shall be in accordance with Section 3.3.30.1.b.vii and 3.3.30.9 with guidance from 3.3.33 for seats in the PWS that will run the Time and Attendance application and will receive services from 'Time and Attendance legacy" and 'NGEN-connected" host servers. This service requires the ordering of a Standard Desktop Computer -CLIN x070AA once the existing EUHW has been identified for tech refresh, or if a new seat is ordered. Existing EU HW means, any EUHW which was transitioned from CoSC to the NGEN contract.

3. Incorporate the following changes into Attachment I, Performance Work Statement (PWS), Section 3.3.30, End User Computing Services:

Add:

3.3.30.9 NAVAIR Time and Attendance Transactor Seats

The above 3.3.30 End User Computing Services, 3.3.30.1 Workstations (Fixed, Portable, DV, or Deployable), and 3.3.30.2 Portable Computing Services requirements apply to NAVAIR Time and Attendance Transactor Seats.

The ES Contractor shall:

- a. Provide one functional user account for each workstation
- b. Configure the provided workstation as follows:
 - i. No CAC authentication required
 - ii. Functional account logon ID and password for Active Directory authentication
 - iii. Permit a functional account to remain logged in, with no logon password required
 - iv. Accommodate the use of Optional User Capabilities Barcode Scanners
 - v. User authentication will occur within the application and not into the NGEN Active Directory infrastructure
 - vi. Automatic Active Directory logon at power-up and re-boot
 - vii. No screensaver password unlock required
 - viii. Group Policy Object-enabled restriction to:
 - a) Microsoft Internet Explorer
 - b) Microsoft Office
 - c) WinZip
 - d) Real Player
 - e) WRQ Reflections
 - ix. Auto load of the Time and Attendance application at power-up or re-boot

4. Incorporate the following changes into Attachment 1, Performance Work Statement (PWS), Section 3.3.3 1, Print Services:

From:

- a. Provide additional printer service in accordance with the following tiers.
 - i. Tier 1: Full Service Print capability.
 - a) Provide printers that align with the following:
 - i. Basic Black and White (High, Medium, and Low Capacity).
 - ii. Basic Color (High, Medium and Low Capacity).
 - iii. Multi-Function Printers (High, Medium and Low Capacity).

To:

- i. Tier 1: Full Service Print capability.
 - b) Provide printers that align with the following:
 - i. Basic Black and White (High, Medium, and Low Capacity).
 - ii. Basic Color (High, Medium and Low Capacity).
 - iii. Basic Black and White Multi-Function Printers (High, Medium and Low Capacity).
 - iv. Basic Color Multi-Function Printers (High, Medium and Low Capacity).

EXCEPT AS PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF CONTRACT N00039-13-D-OO 13 REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ONTRACT ID CODE .I	Ξ.	1 OF 4	
2. AMENDMENT/MODIFICATION NO. P00075	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURCI	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERE	DBY (If other than Item 6,) CODE		
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199		Stor	Network Int age, & Insta		` '		
kim.reavis@navy.mil 8. NAME AND ADDRESS OF CONTRACTOR (No.,	street. country. State and 2	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				N00039-13-D- 10B. DATED (SE	FION OF CO	NTRACT/ORDER NO.	
	CILITY CODE IU305			27 June 2013			
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS O	F SOLI	CITATIONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (I	<u> </u>						
	APPLIES ONLY TO MOI						
A. THIS CHANGE ORDER IS ISSUED PURS B. THE ABOVE NUMBERED CONTRACT/OF appropriation date, etc.) SET FORTH IN ITEM	DER IS MODIFIED TO RE	EFLECT THE ADMI			(such as chai	nges in paying office,	
(X) C. THIS SUPPLEMENTAL AGREEMENT IS E					NT OF BOTH	I PARTIES	
D. OTHER (Specify type of modification and a	uthority)						
E. IMPORTANT: Contractor is not, is re	quired to sign this docume	nt and return (See N	Note be	low) copies to the is	ssuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION						where feasible.)	
Note: The Contractor may return a signed copy via fa	Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).						
-SEE HEREIN-							
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A or	10A, as heretofore ch	anged, r	emains unchanged an	d in full force ar	nd effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NA				OF CONTRACTIN	IG OFFICER	(Type or print)	
Brian Stevens, Legal/Contracts	1			Contracting Of	ficer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	IATES	OF AMERICA (b)(6)		16C. DATE SIGNED	
BY (b)(6) (Signature of person authorized to sign)	15OCT2015		e of Contra	Date: acting Officer)		15 Oct 2015	

The purpose of this modification is to add "WLAN Wireless Network Interface Card (NIC) Removal/Installation" services to sections B and C (Option Year 2 through Option Year 4).

1. In Section B, add CLINs as follows:

2062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each		-
3062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each	(b)(4)	-
4062BA	WLAN – Remove Wireless NIC (Staging Environment)	TXS	Each		-
2062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each		-
3062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each	(b)(4)	-
4062BB	WLAN – Remove Wireless NIC (Field Environment)	TXS	Each		-
2062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each		-
3062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each	(b)(4)	-
4062BC	WLAN – Reinstall Wireless NIC (Field Environment)	TXS	Each		-

2. In Section C, add the CLIN description as follows (Option Year 2 through Option Year 4):

0062BA	TXS	WLAN – Remove Wireless NIC (Staging Environment)	This service removes the Federal Information Processing Standard (FIPS) compliant internal wireless Network Interface Cards (NICs) on NIPR portable/laptop seats during staging (i.e. CLIN x070). The Contractor shall remove the FIPS compliant internal wireless NIC and disable the FIPS compliant wireless drivers, NMCI wireless profile, and other required software during the staging process of a NIPR portable/laptop seat.
0062BB	TXS	WLAN – Remove Wireless NIC (Field Environment)	This service is for currently deployed NIPR portable/laptop seats (i.e. CLIN x070 and x071). The Contractor shall remove the FIPS compliant internal wireless NIC and disable the FIPS compliant wireless drivers, NMCI wireless profile on a deployed NIPR portable/laptop seat service.
0062BC	TXS	WLAN – Reinstall Wireless NIC (Field Environment)	This service is for currently deployed NIPR portable/laptop seats (i.e. CLIN x070 and x071). The Contractor shall reinstall the FIPS compliant internal wireless NIC and enable the FIPS compliant wireless drivers, NMCI wireless profile on a deployed NIPR portable/laptop seat service. The Contractor shall provide WLAN services, in accordance with Section 3.3.30.2.b and 3.3.30.2.c of the PWS, by enabling the embedded internal wireless NICs and installing/verifying the associated software drivers.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MC	ONTRACT	1. C	ONTRACT ID CODE J		PAGE OF PAGES 1 OF 2	
	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE				
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199	Modify the DFARS Clause 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) in Section I-1(b): 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) in the Existing NGEN Contract) IATION (NOV JSES	
kim.reavis@navy.mil 8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				N00039-13-D-	TION OF COI 0013	NTRACT/ORDER NO.
			Х	10B. DATED (SE	E ITEM 11)	
	CILITY CODE 1U305			27 June 2013		
11. THIS I	TEM ONLY APPLIES TO	AMENDMENTS O	F SOL	ICITATIONS		
The above numbered solicitation is amended as set forth	in Item 14. The hour and da	ate specified for receip	t of Offe	ers is extended	is not extend	ded.
Offers must acknowledge receipt of this amendment prior to the	ne hour and date specified in	the solicitation or as a	mended	by one of the following	g methods:	
(a) By completing Items 8 and 15, and returningconsummer consummer co	PT OF OFFERS PRIOR TO ready submitted, such chang the opening hour and date s	n and amendment nur THE HOUR AND DAT ge may be made by tel	nbers. F E SPEC	FAILURE OF YOUR ACTIFIED MAY RESULT I	CKNOWLEDG N REJECTION	MENT TO BE NOF YOUR OFFER.
NOT APPLICABLE	required)					
	APPLIES ONLY TO MO S THE CONTRACT/ORI					
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (MAY 2	, , ,	rity) THE CHANGES	S SET I	FORTH IN ITEM 14	ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OR appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS E	14, PURSUANT TO THE	AUTHORITY OF F	AR 43.	RATIVE CHANGES .103(b).	(such as cha	nges in paying office,
D. OTHER (Specify type of modification and au	uthority)					
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E. IMPORTANT: Contractor is not, is required in the important is sequently in the important	uired to sign this documer N (Organized by UCF se					er where feasible.)
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Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or print)			d, remains unchanged E OF CONTRACTIN			
The state of the state of plants			_ 5. 55	. 5 51 11021	. (.) Po 0. Pillity	
Jonathan Dantzler, Contracts Manager				Contracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
BY		BY				
(Signature of person authorized to sign)	1		of Contra	acting Officer)		

The purpose of this modification is to make the following change:

Modify the Defense Federal Acquisition Regulation Supplement (DFARS) Clause: 252.204-7012 reference in the existing NGEN contract N00039-13-D-0013 in Section I-1 (b): CLAUSES INCORPORATED BY REFERENCE as follows:

Replace "SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)" with "SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEP 2015)."

AMENDMENT OF SOLICITATION/MO	DDIFICATION OF CO	DNIKACI	1.00	JNTRACT ID CODE	=	1 OF 2
2. AMENDMENT/MODIFICATION NO.	4. REQUISITION	CT NO. (If applicable)				
P00077	SEE BLOCK 16C.	.				
6. ISSUED BY CODE	N00039	7. ADMINISTERE	DBY (If other than Item 6)) CODE	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Re 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Add CLIN x006AT (6AS Site Survey Travel) to Sections B and C.					
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country. State and 2	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
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HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)	
13600 EDS DRIVE		-		404 MODUELOAT		ITDA OT/ODDED NO
HERNDON, VA 20171				N00039-13-D-		NTRACT/ORDER NO.
			Χ	10B. DATED (SE		
CODE	CILITY CODE 1U305			27 June 2013	,	
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The above numbered solicitation is amended as set fort	h in Item 14. The hour and da	te specified for receipt	of Offers	is extended	is not exten	ided.
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Offers must acknowledge receipt of this amendment prior to	the nour and date specified in	the solicitation of as an	nenaea	by one of the following	, methods:	
(a) By completing Items 8 and 15, and returning cubmitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECE If by virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received prior to	IPT OF OFFERS PRIOR TO Talready submitted, such chang	n and amendment num FHE HOUR AND DATE e may be made by tele	bers. FA	AILURE OF YOUR AC FIED MAY RESULT IN	KNÓWLEDGM N REJECTION	MENT TO BE OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (I	f required)	•				
NOT APPLICABLE						
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A. THIS CHANGE ORDER IS ISSUED PURS ORDER NO. IN ITEM 10A.					ARE MADE I	N THE CONTRACT
B. THE ABOVE NUMBERED CONTRACT/OF appropriation date, etc.) SET FORTH IN ITEM					such as char	nges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS E					the Parties	
X						
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not, is re-	quired to sign this docume	nt and return (See N	lote bel	ow) copies to the is	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF se	ction headings, inclu	ıding sa	olicitation/contract s	ubject matter	r where feasible.)
Note: The Contractor may return a signed copy via fa	acsimile or as a scanned in	nage in portable doo	cument	format (pdf).		
ant v	EDEBLEOD DELGA		DIELO	NA TITONY		
-SEE H	EREIN FOR REMA	INDER OF MO	DIFIC	CATION-		
Except as provided herein, all terms and conditions of the do	cument referenced in Item QA	or 10A as heretofore o	handed	remains unchanged a	and in full force	and effect
15A. NAME AND TITLE OF SIGNER (Type or print)	A or 10A, as heretofore changed, remains unchanged and in full force and effect. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)					
Walter R. Leavy, HPES Legal/C	CDR Gregory R. Lask, SC, USN					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
(b)(6)						
(b)(6)	10/27/15	BY	(b)(6)			03 Nov 2015
(Signature of person authorized to sign) NSN 7540-01-152-8070		(Signature 30-105	of Contra	ecting Officer)	STANI	DARD FORM 30 (REV. 10-83)

The purpose of this modification is to add a Site Survey Travel CLIN to Section B and Section C per SPAWAR-9999-2016-NG1592. The Site Survey Travel CLIN supports CLIN 6AS site surveys.

1. In TXS Section B, add 'Site Survey Travel for 6AS (Block of 25 Trips)' as follows:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each		-
3006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each	(b)(4)	-
4006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	-	Each		-

2. In TXS Section C, add the CLIN description as follows:

CLIN	Supplies/Services	Description
0006AT	'Site Survey Travel for 6AS (Block of 25 Trips)'	CLIN 6AT provides travel in support of Site Survey CLIN x006AS. CLIN 6AT provides a block of 25 trips necessary to complete 6AS site surveys, including remote sites anywhere in the Continental United States (CONUS) and Hawaii. • CLIN 6AT is firm-fixed-price (FFP) for 25 trips to any CONUS and Hawaii remote location with either Classified or Unclassified NMCI service requirements. • The Contractor shall monitor travel so that individual trips can be tracked and accounted for individually. • The Contractor shall notify the Government in writing when 5 trips remain to ensure the Government has sufficient time to evaluate future requirements and place additional orders for this service. • The Government may, at any time, request status on the number of trips used to-date. • The CLIN Price will be evaluated and updated annually, based on the previous year's travel actuals.

3. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and are in full force and effect.

AMENDMENT OF SOLICITATION/MOD	DIFICATION OF CO	DNTRACT 1. CONTRACT ID CODE J			PAGE OF PAGES 1 OF 2	
	EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/	PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
6. ISSUED BY CODE	V00039	7. ADMINISTERE	DBY (CODE		
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199	COMMAND	Incorporate FAR Clauses 52.216-23, 52.216-24, and 52.216-25 in Section I-1 (b), 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) in the Existing NGEN Contract				
kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No., str	reet, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			:	9B. DATED (SEE 10A. MODIFICAT N00039-13-D-	ION OF CO	NTRACT/ORDER NO.
			Х	10B. DATED (SE		
CODE FACI	LITY CODE 1U305			27 June 2013	,	
	M ONLY APPLIES TO	AMENDMENTS O	F SOLI	CITATIONS		· · · · · · · · · · · · · · · · · · ·
The above numbered solicitation is amended as set forth in					is not exten	ded.
						
Offers must acknowledge receipt of this amendment prior to the	hour and date specified in	the solicitation or as a	mended	by one of the followin	g methods:	
(a) By completing Items 8 and 15, and returningcopusubmitted; or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP If by virtue of this amendment you desire to change an offer alret to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and this amendment, and is received prior to the solicitation and the solicitation are solicitation are solicitation and the solicitation are solicitation and the solicitation are solicitation are solicitation and the solicitation are solicitation and the solicitation are solicitation are solicitation are solicitation are solicitation are solicitation are solicitation and the solicitation are solicitation and solicitation are solicitation	a reference to the solicitatio T OF OFFERS PRIOR TO eady submitted, such chang	n and amendment nun THE HOUR AND DAT ie may be made by tele	nbers. F E SPEC	FAILURE OF YOUR A IFIED MAY RESULT I	CKNOWLEDG N REJECTIOI	MENT TO BE NOF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (If re NOT APPLICABLE	equired)					
	PPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUA TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) — CHANGES (MAY 20)					ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORDI appropriation date, etc.) SET FORTH IN ITEM 1- C. THIS SUPPLEMENTAL AGREEMENT IS EN	4, PURSUANT TO THE	AUTHORITY OF F.	AR 43.		(such as cha	nges in paying office,
D. OTHER (Specify type of modification and auti	hority)					
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E. IMPORTANT: Contractor ∑ is not, ☐ is required. 14. DESCRIPTION OF AMENDMENT/MODIFICATION.	red to sign this documer I (Organized by UCF se					er where feasible.)
	-SEE H	HEREIN-				
				•		
Except as provided herein, all terms and conditions of the docur	ment referenced in Item 9A	or 10A, as heretofore	changed	d, remains unchanged	and in full forc	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN		
				ask, SC, USN,C	ontracting	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED ST		005	2)	16C. DATE SIGNED
BY		BY BY	OIL I.N	ORF (P)(6	0)	05 Nov 2015
(Signature of person authorized to sign)			of Contra	cting Officer)		

The purpose of this modification is to make the following changes to the existing NGEN Contract N00039-13-D-0013 in Section I-1 (b), 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

Incorporate by reference the following FAR Clauses, which require inserted information and may also require alternate verbiage:

- 1. FAR 52.216-23 -- Execution and Commencement of Work (Apr 1984)
- 2. FAR 52.216-24 -- Limitation of Government Liability (Apr 1984)
- 3. FAR 52.216-25 -- Contract Definitization (Oct 2010) to include Alternate I (Apr 1984)

The specific information required to be inserted into each clause will be completed with each undefinitized Task Order.

AMENDMENT OF SOLICITATION/M	ONTRACT	1. C	ONTRACT ID CODE	E	PAGE OF PAGES 1 OF 2	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
P00079 6. ISSUED BY CODE	SEE BLOCK 16C. N00039	7 ADMINISTER	D BY	If other than Item 6) CODE	T
0. 100025 51	1100039	7. 7.51			, 0022	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. R. 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	eavis, Code 2.1E5		teria	tion of the C Il Pricing (Op		•
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	CITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		X	N00039-13-D- 10B. DATED (SE	TION OF CO 0013	NTRACT/ORDER NO.	
	ACILITY CODE 1U305	AMENDMENTO C	F 001	27 June 2013		
	ITEM ONLY APPLIES TO				٦	
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	ate specified for receip	t of Offe	rs is extended	is not exter	ided.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mended	by one of the followin	g methods:	
(a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECE If by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior 12. ACCOUNTING AND APPROPRIATION DATA (AND TAPPLICABLE	EIPT OF OFFERS PRIOR TO already submitted, such chan to the opening hour and date	on and amendment nui THE HOUR AND DAT ge may be made by te	mbers. F	FAILURE OF YOUR A	CKNOWLEDO IN REJECTIO	GMENT TO BE N OF YOUR OFFER.
13. THIS ITEM	APPLIES ONLY TO MO					
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE)					ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OF					(such as cha	anges in paying office,
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS I				103(b).		
D. OTHER (Specify type of modification and a	authority)					
E. IMPORTANT: Contractor is not, is rec	quired to sign this docume	nt and return (See N	lote he	low) conjecto the is	euing office	
14. DESCRIPTION OF AMENDMENT/MODIFICATION						er where feasible.)
Note: The Contractor may return a signed copy via f	acsimile or as a scanned i	mage in portable do	cumen	t format (pdf).		
	-SEE	HEREIN-				
Except as provided herein, all terms and conditions of the do						
15A. NAME AND TITLE OF SIGNER (Type or print)		IOA. NAIVIE AN	DIIILE	E OF CONTRACTIN	NG OFFICER	R (Type or print)
Walter R. Leavy, Legal/Contracts				ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
BY(Signature of person authorized to sign)	11/17/15	BY(Signature	of Contra	acting Officer)		11/17/2015
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		· /		ARD FORM 30 (REV. 10-83) CFR) 53.243

The purpose of this modification is to 1) definitize a portion of the Option Year 2 CLIN 2090 (Tech Refresh Material) pricing and 2) to clarify a mathematical error noted in P00069. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, and P00069 for previous CLIN x090 definitizations.

1. In Section B, revise the following CLIN 2090 value as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material	-	LOT	(b)(4)	-
		(TXS)			` , ` ,	

(2090AA as established in P00067)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material	-	LOT	(b)(4)	-
		(TXS)			() ()	

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AC	TXS	Tech Refresh Material	-	EA	(b)(4)	-
		$(TXS) - (TRP2 \ 0021)$			(-/(/	

3. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AC	TXS	Tech Refresh Material (TXS) - (TRP2_0021)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16.
			This CLIN covers the purchase of TRP2 0021 equipment.

4. The following clarifies the math noted in P00069, paragraph 1 ("Option Year1 Ceiling Increase" table). The number _____(b)(4) ____ should have read "_____(b)(4) ____ as noted in the table below. Aside from this clarification, no contract changes/corrections are necessary.

Option Year1 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
1090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	ONTRACT	1. CC	ONTRACTID CODE		PAGE OF PAGES 1 OF 2	
	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERE	D BY (If other than Item 6	CODE		
And the second s		Modify Table 3.3-6: Average End User Network					
SPACE AND NAVAL WARFARE SYSTEM	S COMMAND			ments in Atta			
CONTRACTING OFFICER: Kimberly L. Re							
1325 10th Street SE, BLDG 196, Suite 301				rk Statement	(PVVS)	of the Existing	
Washington Navy Yard		NGEN Cont	ract				
Washington, DC 20374							
PHONE: 202-433-7199							
kim.reavis@navy.mil							
8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.	
HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)		
13600 EDS DRIVE				404 MODIFICAT	TION OF CO	NITDAOT/ODDED NO	
HERNDON, VA 20171				N00039-13-D-		NTRACT/ORDER NO.	
			Х	10B. DATED (SE			
150	OULTY CODE 111005		30.30	27 June 2013	LIILWIII		
	CILITY CODE 1U305 TEM ONLY APPLIES TO	AMENDMENTS C	E SOL		THE ALL	= 272(1900) 500) = 210(1900) 500)	
					1		
The above numbered solicitation is amended as set forth	n in Item 14. The hour and d	ate specified for receip	ot of Offe	rs is extended	is not exter	ded.	
Offers must acknowledge receipt of this amendment prior to t	he hour and date specified in	the solicitation or as a	amended	by one of the followin	g methods:		
(a) By completing Items 8 and 15, and returningcountries consulted; or (c) By separate letter or telegram which includes	opies of the amendment; (b)	By acknowledging reci on and amendment nu	eipt of th mbers. I	is amendment on each FAILURE OF YOUR A	CKNOWLEDO	mer SMENT TO BE	
RECEIVED AT THE PLACE DESIGNATED FOR THE RECE	IPT OF OFFERS PRIOR TO	THE HOUR AND DAT	TE SPEC	CIFIED MAY RESULT	IN REJECTIO	N OF YOUR OFFER.	
If by virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received prior to	already submitted, such change the opening hour and date	ge may be made by te	legram o	or letter, provided each	telegram or le	etter makes reference	
12. ACCOUNTING AND APPROPRIATION DATA (If		specifica.					
NOT APPLICABLE							
	APPLIES ONLY TO MO						
(X) A. THIS CHANGE ORDER IS ISSUED PURS					ARE MADE	IN THE CON-	
TRACT ORDER NO. IN ITEM 10A.		5835-6 NSB 98-6-8-010 19 Are-010					
FAR CLAUSE 52.212-4(c) – CHANGES (MAY	2015)						
B. THE ABOVE NUMBERED CONTRACT/OR	DER IS MODIFIED TO F	EFLECT THE ADM	MINISTE	RATIVE CHANGES	(such as ch	anges in paving office	
appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF	FAR 43	.103(b).	(out on the one	angee in paying emee,	
C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUA	NT TO AUTHORIT	Y OF:				
D. OTHER (Specify type of modification and a	uthority)						
E. IMPORTANT: Contractor is not, is req	uired to sign this docume	nt and return (See	Note be	low) copies to the is	ssuina office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION							
						en verd blev eit des tremente de nordere entre verde en entre en entre entre en entre en 🐠	
Note: The Contractor may return a signed copy via fa	acsimile or as a scanned i	mage in portable de	ocumen	t format (pdf).			
	-SEE	HEREIN-					
	join and the second						
1							
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9/						
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AN	ID TITL	E OF CONTRACTI	NG OFFICE	R (Type or print)	
Jonathan Dantzler, Contracts Manager		Kimberly Res	avis C	Contracting Office	er		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	THE RESIDENCE OF THE PARTY OF T			,01	16C. DATE SIGNED	
196. GONTRADTORIDICERDIC	100. DATE GIGNED	TOD. DIVITED C	,	, or miletion		1 .30. DATE GIGINED	
(b)(6)	12-0.1=	7228528		(b)(6	6)		
(Signature objects do but herizoph (6 sign)	12-110	BY	e of Cont	acting Officer)		1	
NSN 7540-01-152-8070 NSN 7540-01-152-8070 NSN 7540-01-152-8070 NSN 7540-01-152-8070	and the second s	30-105	J J. GOILL			DARD FORM 30 (REV. 10-83) 48 CFR) 53 243	

The purpose of this modification is to modify Table 3.3-6 in Attachment 01 - Performance Work Statement (PWS) in the existing NGEN Contract N00039-13-D-0013.

Revise the requirement columns in Table 3.3-6: Average End User Network Storage Requirements in the PWS to increase the Primary Mailbox Storage, remove the Archive Mailbox Storage, and change 'Command' to 'Claimant' in Public Folders.

FROM: (Original)

Table 33-6: Average End User Network Storage Requirements

	Persona l File	Primary Mailbox	A rchive Mailbox	Command Storage	Records Management	DV End Users Only	Public Folders
	Storage	Storage	Storage				
V IP	10	I GB/User	IO GB/User	2 GB/User	2 GB/User	30 GB/User	I TB /
	GB/User	1 GD/OSCI	10 GB/ CSCI	2 01/0301	2 GB/ 0 301	30 G D/ C SC1	Command
MOC	10	750	6 GB/User	2 GB/User	2 GB/User	30 GB/User	I TB /
	GB/User	MB/User	0 Ob/Osei	2 GB/USEI	2 GB/ USEI	30 GB/User	Command
Business	5	500	4 GB/User	2 GB/User	2 GB/User	30 GB/User	I TB/
	GB/User	M B/User	4 GB/USEI		Z GB/Usei		Command

TO: (Revised)

Table 33-6: Average End User Network Storage Requirements

	Personal File Storai?e	Primary Mailbox Storai?e		m mand torage	Record s Management	DV End Users Only	Pu blic Fold ers
VIP	10 GB/User	J O GB/User	2 (GB/User	2 GB/User	30 GB/User	I TB / Claimant
MOC	10 GB/User	6 GB/User	2 (GB/User	2 GB/User	30 GB/User	I TB / Claimant
Business	5 GB/User	2 GB/User	20	GB/User	2 G B/User	30 GB/User	I TB / Claimant

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	ONTRACT 1.	CONTRACT ID CODE	PAGE OF PAGES 1 OF 2
P00081	B. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PU		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED B	Y (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rei			ortion of the CL	•
1325 10th Street SE, BLDG 196, Suite 301			iai Fricing (Opi	iioii i c ai 2)).
Washington Navy Yard		TRP3_0040		
Washington, DC 20374				
PHONE: 202-433-7199				
kim.reavis@navy.mil	100 - 1 - 0 - 0 - 1 - 0 - 1 - 0 - 1	7(0,01-)) LOA ANAENIDAAENIT	OF COLICITATION NO
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and	ZIP Code) (X	9A. AMENDMENT	OF SOLICITATION NO.
HP Enterprise Services, LLC			9B. DATED (SEE I	ITEM 11)
13600 EDS DRIVE			9B. DATED (SEL I	TEW TT)
HERNDON, VA 20171				ON OF CONTRACT/ORDER NO.
TIERREDON, VICEOTT			N00039-13-D-0	
		X	.02. 222 (022	TITEM 11)
	CILITY CODE 1U305	AMENDMENTS OF O	27 June 2013	
	TEM ONLY APPLIES TO			
The above numbered solicitation is amended as set forth	in Item 14. The hour and da	ite specified for receipt of C	Offers is extended	is not extended.
Offers must acknowledge receipt of this amendment prior to the	e hour and date specified in	the solicitation or as amen	ded by one of the following	methods:
(a) By completing Items 8 and 15, and returning co	pies of the amendment; (b) E	By acknowledging receipt o	f this amendment on each o	copy of the offer
submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEII If by virtue of this amendment you desire to change an offer all	a reference to the solicitation of OFFERS PRIOR TO	n and amendment numbers THE HOUR AND DATE SF	s. FAILURE OF YOUR ACH PECIFIED MAY RESULT IN	KNOWLEDGMENT TO BE REJECTION OF YOUR OFFER.
to the solicitation and this amendment, and is received prior to	the opening hour and date s		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
12. ACCOUNTING AND APPROPRIATION DATA (If NOT APPLICABLE	, ,			
	APPLIES ONLY TO MOI S THE CONTRACT/ORD			
(X) A. THIS CHANGE ORDER IS ISSUED PURSU				ARE MADE IN THE CON-
TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANG	ES-FIXED PRICE)			
B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN ITEM	14, PURSUANT TO THE	AUTHORITY OF FAR	43.103(b).	such as changes in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS EI	NTERED INTO PURSUA	NT TO AUTHORITY OI	F:	
D. OTHER (Specify type of modification and au	thority)			
E. IMPORTANT: Contractor is not, is requ	ired to sign this documer	nt and return (See Note	below) copies to the iss	uing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATIO				
Note: The Contractor may return a signed copy via fac	csimile or as a scanned ir	nage in portable docum	ent format (pdf).	
	-SEE I	HEREIN-		
	U			
Event as provided herein, all terms and conditions of the deci	iment referenced in Item 04	or 104 as herotofore shor	nged remains unchanged a	nd in full force and effect
Except as provided herein, all terms and conditions of the doct 15A. NAME AND TITLE OF SIGNER (Type or print)	ament referenced in item 9A			G OFFICER (Type or print)
, , ,				
Walter R. Leavy, Legal/Contracts			Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT	ES OF AMERICA	16C. DATE SIGNED
(b)(6)	12/21/15			12/21/2015

(Signature of Contracting Officer)

The purpose of this modification is to definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069 and P00079 for previous CLIN x090 definitizations. Refer to RAPT request PMNMCI-9999-2016-NG1716 for all requirement documentation.

1. In Section B, revise the following CLIN 2090 value as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AB (b)(4)).

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)			, , , ,	

As established under contract modification N00039-13-D-0013 P00069

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)				

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AD	ES	Enterprise Services (ES)	-	EA	(b)(4)	-
		- (TRP3_0040)			, , , ,	

3. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AD	ES	Enterprise Services (ES) – (TRP3_0040)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of TRP3_0040 equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MO	ONTRACT	1. CONTRAC	T ID CODE		PAGE OF PAGES 1 OF 6	
	SEE BLOCK 16C.	4. REQUISITION	CT NO. (If applicable)			
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rei 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	and 0004 (Attachmer and J-20C	(Option Y nts J-19 a	ear 2	only) ar	CLINs 0003 nd duce J-19C	
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treet, country, State and	ZIP Code)	(X) 9A. AM	IENDMEN'	T OF SOLICI	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE				TED (SEE		NTRACT/ORDER NO.
HERNDON, VA 20171			X 10B. D.	39-13-D- ATED <i>(SE</i>		TRACI/ORDER NO.
	CILITY CODE 1U305			ne 2013		
	TEM ONLY APPLIES TO				<u> </u>	
The above numbered solicitation is amended as set forth	in Item 14. The hour and d	ate specified for receip	t of Offers is e	extended	is not extend	ded.
(a) By completing Items 8 and 15, and returning co submitted; or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR THE RECEII If by virtue of this amendment you desire to change an offer all to the solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (If	a reference to the solicitation PT OF OFFERS PRIOR TO ready submitted, such chang the opening hour and date	on and amendment nur THE HOUR AND DAT ge may be made by tel	nbers. FAILURE C E SPECIFIED MA	OF YOUR AC Y RESULT I	CKNOWLEDG N REJECTION	MENT TO BE NOF YOUR OFFER.
NOT APPLICABLE	APPLIES ONLY TO MO	DIFICATIONS OF (CONTRACTS/O	DUEDE		
IT MODIFIE	S THE CONTRACT/OR	DER NO. AS DESC	RIBED IN ITEM	14.		
(X) A. THIS CHANGE ORDER IS ISSUED PURSU TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXEI		rity) THE CHANGES	S SET FORTH IN	N ITEM 14	ARE MADE	IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS EI	14, PURSUANT TO THE	AUTHORITY OF F	AR 43.103(b).	HANGES	(such as cha	nges in paying office,
D. OTHER (Specify type of modification and au	nthority)					
E. IMPORTANT: Contractor ☐ is not, ☐ is requ 14. DESCRIPTION OF AMENDMENT/MODIFICATIO	ired to sign this documer N (Organized by UCF se					r where feasible.)
Note: The Contractor may return a signed copy via fac	simile or as a scanned in	nage in portable dod	cument format (p	odf).		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9A					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND				(Type or print)
Jonathan Dantzler, NGEN Contracts Manag		Jose Cervant			er	400 DATE OLONES
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	IATES OF AME	RICA		16C. DATE SIGNED
BY(b)(6)	12/23/15	BY				12/23/2015

The purpose of this modification is to modify CLINs 0003 and 0004 (Option Year 2 Only) Sections B, and C, and to update contract Attachments J-19 and J-20. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:

a.	CLIN 2003AA unit price is hereby	(b)(4)
b.	CLIN 2003AB unit price is hereby	(b)(4)
c.	CLIN 2003AC unit price is hereby	(b)(4) (b)(4)
d.	CLIN 2003AD unit price is hereby	(b)(4)
e.	CLIN 2003AE unit price is hereby	(b)(4)
f.	CLIN 2003AF unit price is hereby	(b)(4)
g.	CLIN 2003AG unit price is hereby	(b)(4)
h.	CLIN 2003AH unit price is hereby	(b)(4)
i.	CLIN 2003AJ unit price is hereby	(b)(4)
j.	CLIN 2003AK unit price is hereby	(b)(4)
k.	CLIN 2004AA unit price is hereby	(b)(4)
1.	CLIN 2004AB unit price is hereby	(b)(4)
m.	CLIN 2004AC unit price is hereby	(b)(4)
n.	CLIN 2004AD unit price is hereby	(b)(4)
0.	CLIN 2004AE unit price is hereby	(b)(4)
p.	CLIN 2004AF unit price is hereby	(b)(4)
q.	CLIN 2004AG unit price is hereby	(b)(4)
r.	CLIN 2004AH unit price is hereby	(b)(4)
s.	CLIN 2004AJ unit price is hereby	(b)(4)
t.	CLIN 2004AK unit price is hereby	(b)(4)

- 2. Under Contract Section C-1 (Compliance With Specification) the following CLIN description are revised (last sentence only):
 - a. CLIN 0003AA Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
 - b. CLIN 0003AB Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
 - c. CLIN 0003AC Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."

- d. CLIN 0003AD Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- e. CLIN 0003AE Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- f. CLIN 0003AF Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- g. CLIN 0003AG Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- h. CLIN 0003AH Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- CLIN 0003AJ Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."
- j. CLIN 0003AK Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, and J-19B (USMC TXS CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only."

- k. CLIN 0004AA Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- CLIN 0004AB Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- m. CLIN 0004AC Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- n. CLIN 0004AD Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- o. CLIN 0004AE Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- p. CLIN 0004AF Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year2 Only."
- q. CLIN 0004AG Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."

- r. CLIN 0004AH Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- s. CLIN 0004AJ Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- t. CLIN 0004AK Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only."
- u. CLIN 0004AL Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions)."
- v. CLIN 0004AM Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, and J-20B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions)."
- w. CLIN 0004AN Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) —Base Year only, and J-19B (USMC ES CLIN Definitions)—Option Year1 only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions)."
- 3. Under Contract Section J: List of Attachments, the following changes are made:
 - a. Attachment 19 USMC TXS CLIN Definitions: Title Page Tab, date is updated to 21 December 2015; Instructions Tab, Option Year2 TXS pricing for CLINs 0003AA through 0003AK is deleted.
 - b. Attachment 20 USMC ES CLIN Definitions: Title Page Tab, date is updated to 21 December 2015; Instructions Tab, Option Year2 ES pricing for CLINs 0004AA through 0004AK is deleted.

- 4. Under Contract Section J: List of Attachments, the following attachments are incorporated as attachment to this contract
 - a. Attch 19C USMC TXS CLIN Definitions N00039-13-D-0013 Final 21Dec2015
 - b. Attch 20C USMC ES CLIN Definitions N00039-13-D-0013 Final 21Dec2015

Except as provided herein, all other terms and conditions of Contract N00039-13D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MOD	NTRACT	1. C	ONTRACT ID COD	E	PAGE OF PAGES	
		(0) 10 0	J		1 OF 3	
P00083 S	EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION				CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERE	ED BY	(If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS CONTRACTING OFFICER: Kimberly L. Rea				tion of the C Il Pricing (O		•
1325 10 th Street SE, BLDG 196, Suite 301				57, and 006		
Washington Navy Yard		11K1 55_007	<i>J</i> , <i>U</i> (or, and ooo		
Washington, DC 20374 PHONE: 202-433-7199						
kim.reavis@navy.mil						
8. NAME AND ADDRESS OF CONTRACTOR (No., str	reet, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
, ,	, ,,	,				
HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)	
13600 EDS DRIVE				404 MODIFIOA	FION OF OO	NTD 4 OT (ODDED NO
HERNDON, VA 20171				N00039-13-D-		NTRACT/ORDER NO.
			Χ	10B. DATED (SE		
CODE FACI	LITY CODE IU305			27 June 2013	,	
Į.	M ONLY APPLIES TO	AMENDMENTS O	F SOL	ICITATIONS		
The above numbered solicitation is amended as set forth in	Item 14. The hour and dat	e specified for receipt	of Offers	is extended	is not extende	ed.
_					,	
Offers must acknowledge receipt of this amendment prior to the	hour and date specified in the	ne solicitation or as an	nended l	by one of the following	methods:	
(a) By completing Items 8 and 15, and returning copie submitted; or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT If by virtue of this amendment you desire to change an offer alreato the solicitation and this amendment, and is received prior to the	reference to the solicitation OF OFFERS PRIOR TO T ady submitted, such change be opening hour and date sp	and amendment num HE HOUR AND DAT may be made by tele	bers. FA	AILURE OF YOUR AC IFIED MAY RESULT I	KNOWLEDGM N REJECTION	IENT TO BE OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (If re	equired)					
NOT APPLICABLE	PPLIES ONLY TO MOI	NEIOATIONIO OF	ONITO	4.0T0/0DDED0		
IT MODIFIES	THE CONTRACT/ORD	ER NO. AS DESC	RIBED	IN ITEM 14.		
(X) A. THIS CHANGE ORDER IS ISSUED PURSUATRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGE	, , ,	rity) THE CHANGE	S SET	FORTH IN ITEM 14	4 ARE MADE	E IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/ORD	FR IS MODIFIED TO R	FFI FCT THE ADM	IINISTE	RATIVE CHANGES	(such as ch	anges in paving office.
appropriation date, etc.) SET FORTH IN ITEM 1	4, PURSUANT TO THE	AUTHORITY OF I	FAR 43		(Gaerr ac err	angoo in paying omoo,
C. THIS SUPPLEMENTAL AGREEMENT IS EN	TERED INTO PURSUA	NT TO AUTHORIT	Y OF:			
D. OTHER (Specify type of modification and auto	hority)					
E. IMPORTANT: Contractor is not, is required.	red to sign this documer	nt and return (See I	Note be	low) copies to the i	ssuina office	_
14. DESCRIPTION OF AMENDMENT/MODIFICATION						
Note: The Contractor may return a signed copy via face	simile or as a scanned in	mage in portable do	ocumer	nt format (pdf).	•	
	-SEE H	IEREIN-				
Except as provided herein, all terms and conditions of the docum	nent referenced in Item 9A o	r 10A. as heretofore o	hanged.	remains unchanged a	nd in full force	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		1		OF CONTRACTI		
Walter R. Leavy, Legal/Contracts		Jose Cervant	es, Co	ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S				16C. DATE SIGNED
RN (b)(6)	1/6/16	D.V.				1/6/2016
BY(Signature of person authorized to sign)		BY	of Contr	acting Officer)		

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079 and P00081 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMCI-9999-2016-NG1758, NG1769, and NG1790 for all requirement documentation.

1.	In Section B,	revise the following CLII	N 0090 values	as a result of definitizing a	portion
	of the "Not-to	-Exceed" pricing for CLI	N 2090AA	(b)(4)	
		, and for CLIN	2090AB	(b)(4)	

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			,,,,	
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)			,,,,	

As established under contract modifications N00039-13-D-0013_P00069 (2090AA) and P00081 (2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AE	TXS	Tech Refresh	-	EA	(b)(4)	=
		Material (TXS) -			, , , ,	
		(TRP3_0079)				
2090AF	ES	Tech Refresh	-	EA	(b)(4)	=
		Material (ES) –			, , , ,	
		(TRP3_0063)				
2090AG	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) -			, , , ,	
		(TRP3_0057)				

3. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AE	TXS	Tech Refresh Material (TXS) – (TRP3_0079)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0079) equipment.
2090AF	ES	Tech Refresh Material (ES) – (TRP3_0063)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0063) equipment.
2090AG	TXS	Tech Refresh Material (TXS) – (TRP3_0057)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0057) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. C	1. CONTRACT ID CODE		PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	/PURC	HASE REQ. NO.	5 PROJEC	CT NO. (If applicable)
P00084	SEE BLOCK 16C.	ii negolomon	SITION/FORCHASE REQ. NO. 5. FROJECT NO. (or ito. (ii applicable)	
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEM		Incorporat	e Cl	nanges to U	ISMC S	SI INs
CONTRACTING OFFICER: Kimberly L. Re	eavis, Code 2.1E5	Incorporate Changes to USMC SLINs 0003AJ, 0004AA and 0004AJ (Option Year 2				
1325 10 th Street SE, BLDG 196, Suite 301		•			`	•
Washington Navy Yard		only) and Attachments J-19C and J-20C				
Washington, DC 20374						
PHONE: 202-433-7199						
kim.reavis@navy.mil				1		
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.		
HP Enterprise Services, LLC				9B. DATED (SEE	ITEM 11)	
13600 EDS DRIVE				BB. DATED (SEE	. 11 LIVI 11)	
HERNDON, VA 20171				10A. MODIFICAT	ION OF CO	NTRACT/ORDER NO.
TIETANDON, VA ZOTT			i	N00039-13-D-0013		
			Χ	10B. DATED (SE	E ITEM 11)	
	CILITY CODE 1U305			27 June 2013		
11. THIS	TEM ONLY APPLIES TO	AMENDMENTS O	F SOL	ICITATIONS	_	
The above numbered solicitation is amended as set for	h in Item 14. The hour and d	ate specified for receip	t of Offe	ers is extended	is not exten	ded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mended	d by one of the followin	a methods:	
	•			•		
(a) By completing Items 8 and 15, and returning c submitted; or (c) By separate letter or telegram which include	opies of the amendment; (b)					
RECEIVED AT THE PLACE DESIGNATED FOR THE RECE						
If by virtue of this amendment you desire to change an offer			legram o	or letter, provided each	telegram or le	tter makes reference
to the solicitation and this amendment, and is received prior to 12. ACCOUNTING AND APPROPRIATION DATA (I		specified.				
NOT APPLICABLE	roquirou)					
	APPLIES ONLY TO MO	DIFICATIONS OF	CONTR	RACTS/ORDERS.		
	ES THE CONTRACT/OR					
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify autho	rity) THE CHANGES	SSEI	FORTH IN ITEM 14	ARE MADE	IN THE CON-
FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXE	D PRICE)					
`	,					
B. THE ABOVE NUMBERED CONTRACT/OF					(such as cha	anges in paying office,
appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS E				.103(b).		
C. THIS SUPPLEMENTAL AGREEMENT IS E	INTERED INTO PURSUA	INT TO AUTHORIT	T OF.			
D. OTHER (Specify type of modification and a	uthority)					
E. IMPORTANT: Contractor is not, is rec	uired to sign this docume	nt and return <u>(See N</u>	lote be	low) copies to the is	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	ON (Organized by UCF se	ection headings, incl	luding s	solicitation/contract s	subject matte	er where feasible.)
Note: The Contractor may return a signed copy via fa	csimila or as a scannad ir	nage in nortable do	rumant	format (ndf)		
Trote. The contractor may return a signed copy via la	osimile of as a soamed if	nage in portable do	Jamon	rioimat (pai).		
-SEE HEREIN-						
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore	change	d. remains unchanged	and in full force	e and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				E OF CONTRACTIN		
Day lawrence Discotory Follows Control		1	^	and a ative a Offi		
Dan lannone, Director, Federal Contracts	AFO DATE CICKET			ontracting Office	er	ACC DATE CICKET
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	IAIES	OF AMERICA		16C. DATE SIGNED
(b)(6)	1/27/2016					4/07/0040
(b)(d)		BY	of Contr	acting Officer)		1/27/2016

The purpose of this modification is to modify Sub-Contract Line Item Numbers (SLINs) 0003AJ, 0004AA, and 0004AJ (Option Year 2 Only) Sections B and to update contract Attachments J-19C and J-20C, which were introduced under contract modification P00082. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:

a.	CLIN 2003AJ unit price is hereby	(b)(4)
b.	CLIN 2004AA unit price is hereby	(b)(4)
c.	CLIN 2004AJ unit price is hereby	(b)(4)

- 2. Under Contract Section J: List of Attachments, the following changes are made:
 - a. Attachment 19C USMC TXS CLIN Definitions: Title Page Tab, date is updated from 21 December 2015 to 26 January 2016; Instructions Tab, Option Year2 SLIN 0003AJ price has been updated from (b)(4); and TXS Services Tab, incorporate various labor hour/rate changes within the CLIN 0003AJ section.
 - b. Attachment 20C USMC ES CLIN Definitions: Title Page Tab, date is updated from 21 December 2015 to 26 January 2016.
 - c. Attachment 20C Instructions Tab, Option Year2 SLIN 0004AA price has been updated from (b)(4); and ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AA section.
 - d. Attachment 20C –Instructions Tab, Option Year2 SLIN 0004AJ price has been updated from (b)(4); and ES Services Tab, incorporate various labor hour/rate changes within the CLIN 0004AA section.

Except as provided herein, all other terms and conditions of Contract N00039-13D-0013 remain unchanged and in full force and effect.

					1 OF 3		
2. AMENDMENT/MODIFICATION NO. P00085	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)			5. PROJECTNO.(Ifapplicable)		
6.BSUEDBY CODE	N00039	7. ADMINISTER	REDBY	DBY (If other than /tam 6) CODE			
		Modify Rep	ort 5	00 in Attachm	ent 13-NGEN Service		
SPACE ANO NAVALWARFARE SYSTEM	Level Requirements (SLR) Metrics and Section 3.2.3						
CONTRACTING OFFICER: Kimberly L. R 1325 10 ^{In} Street SE, BLOG 196, Suite 301	in Attachment 01, Performance Work Statement						
Washington Navy Yard		(PWS) of the Existing NGEN Contract.					
Washington, DC 20374							
PHONE: 202-433-7199							
kim.reavis®navv.mil							
8. NAMEAND ADDRESS OF CONTRACTOR (No.,	street, country, Stats end	ZIP Code)	U&_	9A. AMENDMENT	OF SOLICITATION NO.		
HP Enterprise Services, LLC	•			98. DATED (SEE			
13600 EDS DRIVE				•	<u> </u>		
HERNDON, VA 20171		Γ		10A. MODIF CATION OF CONTRACT/ORDER NO.			
- , -			X	N00039-13-D-			
0005	OILITY CODE LIGOS		Λ	108. DATED <i>(SE</i> 27 June 2013	ETTEMTI		
	CILITY CODE U305 FEMONLY APPLIESTO	MENDMENTS O	ECOL I				
The abOVf! numbered solicitation Is amended as set bridge.	thinitem 14. The hour and date	e specified for receipt of	of Oiers	is extended	s not eirtended.		
Oiiers must acknowledge receipt or this amendment prior to \i	•			,			
(a) By completing tems 8 and 15, and returning submitted; or (c) By separate letter or telegram which includes	copies of the amendment; (b) E reference to the SOlidlatlon	ByacknowledgIngred andamendmentnum	eiptofthi bers.FA	samendmentoneach ILUREOFYOURACK	copy of the offer NOWLEDGMENT TO BE		
RECEIVED AT THE PLACE DESIGNATED FOR THE RECE	eadyst lbmltted suclicinance	THE HOUR AND DAT De may be made by tele	E SPEC	IFED MAY RESULT IN htter provided each te	REJECTION OF YOUR OFFER legram@ettermakes.reference		
Ilby virtue of this amendment you desire to change an offer almost be solicitation and this amendment, and received prior to the extension of the control o	opening <i>hour</i> and data specifi	ed.	ogramoi	bitor, provided accorne	ogramo (bito) maito roto ono		
12. ACCOUNTINGAND APPROPRIATION DATA (If NOTAPPLICABLE	required)						
MODIFI	APPLIES ONLY TO MODI ES THE CONTRACT/OR	DER NO.AS DES	CRIBE	ON ITEM 14.			
A. THIS CHANGE ORDER 66 SUED PURSI TRACT ORDER NO. N ITEM 10A.	UANTTO:(Specfy author	rity)THE CHANGE	ESSET	FORTH NITEM 14.	ARE MADE INTHE CON-		
FARCLAUSE52212-4(c)-CHANGES (MAY2	2015)						
B. THEABOVENUMBERED CONTRACT/O					has changes Inpaying office,		
appropriation date, etcJ SETFORTH NITEM				103/b).			
C. TIB SOFFLEIMENTAL AGREEMENT B LI	VIERED INTO FORSOAN	TTO AUTHORITT	Or.				
D. OTHER (Specify type of moclification and all	uthority)						
E. IMPORTANT:Contractor I is not, IXI Is requ							
14. DESCRIPTIONOFAMENDMENT/MODIEATION	I (Orpanized by UCF section	on headings, includ	ingsolic	citationIcontrectsubj	iect matter where feasible.)		
Note: The Contractor may return a signed copy via fa	csimile or as a scannedma	ge In portable doc	ument f	ormat (pdf).			
OFF HEREIN							
-SEE HEREIN-							
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A						
15A. NAME AND TITLE OF SIGNER (Type or print)					IG OFFICER (Type or print)		
Jonathan Dantzler Contracts Manager		Kmberl Res	vis Co	ontractin Office	ır		
Jonathan Dantzler, Contracts Manager 158. CONTRACTOR/OFFEROR	Kimberl Reavis, Contractin Officer 168. UNITED STATES OF AMERICA 18C DATE SIGNED						
SPATION ON CITY CHOICE	15C.DATE SIGNED 1-29-16	REAVIS					

BY 129

Signature of Contracting Officer

(b)(6)

(b)(6)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

The purpose of this modification is to modify the following verbiage in the existing NGEN Contract N00039-13-D-0013:

 Modify the Service Level Requirement (SLR) language in 'Report 500' with the title, 'Order to Delivery Responsiveness' of Attachment 13 - NGEN SLR Metrics, the third bullet point on page 16. The 'New End User Hardware Delivery' language should apply to both CONUS and Hawaii as follows:

FROM: (Original)

- 1. New End User Hardware (for ES contractor and wall jack for TXS Contractor)
 Criteria: Measure the responsiveness to end-user hardware Order to Delivery requirements for those orders that meet the criteria below:
- New End-User Hardware applies to desktops and laptops with monitor, keyboard, mouse, and docking station
 - Core build software and required applications will be loaded
 - Applies only to CONUS

-[...]

TO: (Revised)

- 1. New End User Hardware (for ES contractor and wall jack for TXS Contractor)
 Criteria: Measure the responsiveness to end-user hardware Order to Delivery requirements for those orders that meet the criteria below:
- New End-User Hardware applies to desktops and laptops with monitor, keyboard, mouse, and docking station (Hardware provided via the Seat Refresh process is excluded)
 - Core build software and required applications will be loaded
 - Applies to CONUS and Hawaii

- [...]

 Modify language in bullet point 'd' in Section 3.2.3 'Performance Management' on page 42 of Attachment 01 - Performance Work Statement (PWS). The 'Performance Management' section now includes language regarding SLR performance as follows:

FROM: (Original)

The Contractors shall collaborate with each other and other service providers to provide the common services described below.

For the assigned services and systems, the Contractors shall:

- a. Provide personnel, tools, and processes to monitor, manage, and regulate performance and security and continuously optimize performance.
- b. Capture and convert information from assigned components and systems to generate the performance measurements required by the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract.

- c. Enter SLR information provided in the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract, into the NGEN performance management systems.
- d. Generate an incident ticket when any metric operates outside of thresholds.
- e. [...]

TO: (Revised)

The Contractors shall collaborate with each other and other service providers to provide the common services described below.

For the assigned services and systems, the Contractors shall:

- a. Provide personnel, tools, and processes to monitor, manage, and regulate performance and security and continuously optimize performance.
- b. Capture and convert information from assigned components and systems to generate the performance measurements required by the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract.
- c. Enter SLR information provided in the NGEN Service Level Requirements document, listed as Attachment 13 in Section J of the contract, into the NGEN performance management systems.
- d. Provide month-to-date service level requirement performance reports and discuss month-end failure risk with Government twice per month.

AMENDMENT OF SOLICITATION/M	CONTRACT 1. CONTRACT ID CODE		E	PAGE OF PAGES		
A AMENDMENT/MODIFICATION NO	4 DECLUCITION	VDUDO	J	5 DD0 IE	1 OF 3	
2. AMENDMENT/MODIFICATION NO. P00086	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTER	ED BY	(If other than Item 6) CODE	
	1100000			(,	
SPACE AND NAVAL WARFARE SYSTEM	IS COMMAND	Definitize a	Por	tion of the C	I IN MAG	n (Tech
CONTRACTING OFFICER: Kimberly L. R	eavis, Code 2.1E5			l Pricing (O		•
1325 10th Street SE, BLDG 196, Suite 301	,			• • •		ai 2)).
Washington Navy Yard		TRP3S_001	7, 00)18, and 007	1	
Washington, DC 20374						
PHONE: 202-433-7199						
kim.reavis@navy.mil				T		
8. NAME AND ADDRESS OF CONTRACTOR (No.	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	SITATION NO.
HP Enterprise Services, LLC				9B. DATED (SEE	= ITEN 111\	
13600 EDS DRIVE				9B. DATED (SEE	_ L	
HERNDON, VA 20171				10A. MODIFICA	TION OF CO	NTRACT/ORDER NO.
1121112011, 171 20171				N00039-13-D-		
			Х	10B. DATED (SE	E ITEM 11)	
•	ACILITY CODE 1U305			27 June 2013		
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS C	F SOL	ICITATIONS	1	
The above numbered solicitation is amended as set for	th in Item 14. The hour and da	te specified for receipt	of Offers	s is extended	is not extende	ed.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in t	he solicitation or as ar	mended	by one of the following	methods:	
	•					
(a) By completing Items 8 and 15, and returning c submitted; or (c) By separate letter or telegram which include						
RECEIVED AT THE PLACE DESIGNATED FOR THE REC						
If by virtue of this amendment you desire to change an offer			gram or	letter, provided each to	elegram or lette	er makes reference
to the solicitation and this amendment, and is received prior 12. ACCOUNTING AND APPROPRIATION DATA		Decinea.				
NOT APPLICABLE	n roquilou)					
	APPLIES ONLY TO MO	DIFICATIONS OF	CONTR	ACTS/ORDERS.		
	IES THE CONTRACT/ORI					
(X) A. THIS CHANGE ORDER IS ISSUED PURS	SUANT TO: (Specify autho	rity) THE CHANGE	S SET	FORTH IN ITEM 14	4 ARE MADE	E IN THE CON-
TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHAN	GES-EIXED PRICE)					
,	<u> </u>					
B. THE ABOVE NUMBERED CONTRACT/O					(such as ch	anges in paying office,
appropriation date, etc.) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT IS				3.103(b).		
C. THIS SUFFLEIMENTAL AGREEMENT IS	LIVIERED INTO PORSOF	INT TO AUTHORIT	11 01.			
D. OTHER (Specify type of modification and	authority)					
	quired to sign this docume					
14. DESCRIPTION OF AMENDMENT/MODIFICAT	ON (Organized by UCF se	ection headings, inc	luding :	solicitation/contract	subject matt	er where feasible.)
Note: The Contractor may return a signed copy via	facsimile or as a scanned i	mage in nortable de	ocumer	nt format (ndf)		
Those. The contractor may return a signed copy via	accurate or as a sourmed r	mage in portable a	oounici	it format (par).		
	-SEE I	HEREIN-				
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore of	changed,	remains unchanged a	nd in full force	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print		1		E OF CONTRACTI		
Mallan D. Lagrand Lagrando				tu tu Off		
Walter R. Leavy, Legal/Contracts	450 5475 3:3:55			ontracting Office	er	100 D.T. 0:0:
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED
By (b)(6)	2/17/16					0/47/0040
BY	_	BY				2/17/2016
(Signature of person authorized to sign)		(Signature	of Contra	acting Officer)		

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, and P00083 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMCI-9999-2016-NG1874, NG1865, and NG1805 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AA (b)(4)

, and for CLIN 2090AB

(b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			()()	
2090AB	ES	Enterprise Services	-	LOT	(b)(4)	-
		(ES)			()()	

As established under contract modifications N00039-13-D-0013_P00083 (2090AA and 2090AB)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
2090AB	ES	Enterprise Services (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AH	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) -				
		(TRP3_0017)				
2090AJ	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) –			, , ,	
		(TRP3_0017)				
2090AK	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) -			, , , ,	
		(TRP3_0018)				
2090AL	ES	Tech Refresh	-	EA	(b)(4)	-
		Material (ES) –			, , , ,	
		(TRP3_0071)				

3. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AH	TXS	Tech Refresh Material (TXS) – (TRP3_0017)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0017) equipment.
2090AJ	ES	Tech Refresh Material (ES) – (TRP3_0017)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0017) equipment.
2090AK	TXS	Tech Refresh Material (TXS) – (TRP3_0018)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0018) equipment.
2090AL	ES	Tech Refresh Material (ES) – (TRP3_0071)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP3_0071) equipment.

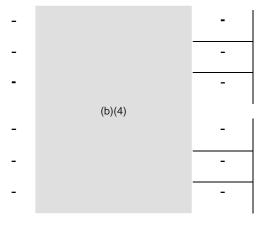
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				ONTRACTID CODE	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00087	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)				
6. ISSUED BY CODE	N00039	7. ADMINISTER	ODE		
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. R 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Add NRC MRI Seats (CLIN x070AN and x072AN) Ref:RAPT#BUPERS-5000-2015-NG0552 MOD1				
8. NAME AND ADDRESS OF CONTRACTOR (No.	street, country, State and	ZIP Code)	(X)	9A. AMENDMENT OF	SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		X	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO N00039-13-D-0013 10B. DATED (SEE ITEM 11)		
	ACILITY CODE 1U305			27 June 2013	
	ITEM ONLY APPLIES TO	······································			
The above numbered solicitation is amended as set for					t extended.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as ar	mended i	by one of the following metho	ds:
(a) By completing Items 8 and 15, and returning cubmitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECEI for by virtue of this amendment you desire to change an offer a to the solicitation and this amendment, and is received prior to the ACCOUNTING AND APPROPRIATION DATA (s a reference to the solicitation EIPT OF OFFERS PRIOR TO Ilready submitted, such change o the opening hour and date s	n and amendment num THE HOUR AND DAT e may be made by tele	bers. FA	VILURE OF YOUR ACKNOW IFIED MAY RESULT IN REJI	/LEDGMENT TO BE ECTION OF YOUR OFFER.
NOT APPLICABLE	n required)				
	APPLIES ONLY TO MO ES THE CONTRACT/ORI				
(X) A. THIS CHANGE ORDER IS ISSUED PURS TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIX	SUANT TO: (Specify autho				MADE IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN ITEM	/I 14, PURSUANT TO THE	E AUTHORITY OF	FAR 43	RATIVE CHANGES (such .103(b).	n as changes in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	ANT TO AUTHORIT	TY OF:		
D. OTHER (Specify type of modification and a	authority)				
E. IMPORTANT: Contractor is not, is re	quired to sign this docume	nt and return (See	Note be	low) copies to the issuinc	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATI					
Note: The Contractor may return a signed copy via f	acsimile or as a scanned i	mage in portable d	ocumen	t format (pdf).	
	-SEE H	HEREIN-			
Evenue on provided horses all terms and applicant of the design	www.nest.anfo.co.nest.in litera. OA	40A ht-f			di faran and affect
Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or print)	cument referenced in item 9A (remains unchanged and in full OF CONTRACTING OF	
, , , , ,					- Coppe as poorly
Glen Shuart, Legal/Contracts 15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Kim Reavis, (16C. DATE SIGNED
1 - 1 -	1.50. DATE GIGINED	, ORTIED 3	.,,,,,,,,,	(b)(6)	I 100. DATE SIGNED
BY (b)(6) (Signature of person authorized to sign)	2/18/2016	BY	of Canton		1
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105	or contra	cting Officer)	STANDARD FORM 30 (REV. 10-83) FAR (48 CFR) 53.243

The purpose of this modification is to add "Recruiter Seats" services to sections B and C (Option Year 2 through Option Year 4). Specifically, the following changes are required.

1. In Section B, add CLINs as follows:

2070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet
3070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet
4070AN	Navy Recruiting Command Mobile Computing Solution Convertible Tablet

2072AN	Navy Recruiting Command Mobile Computing Solution Seat Suooort Services
3072AN	Navy Recruiting Command Mobile Computing Solution Seat Suooort Services
4072AN	Navy Recruiting Command Mobile Computing Solution Seat Succort Services



	e CUN descriptions as follow	s Option Year	2 throuQh Option Year 4):
0070AN ES	Navy Recruiting Command Mobile Computing Solution Convertible Tablet	requirement of 3.3.30.1.I in Attachme Requiremer	Tablet form factor CPU that meets the ts of Section 3.3.30 (with the exception b.vii) in the PWS that meet the HW Specent J-17 "Workstation Minimum ints":
		1.1.	Fujitsu STYLISTIC Q775 Advanced Hybrid Tablet PC
		1.2.	13.3", FHD; LED backlight, Anti-glare LCD with wide viewing angles, FHD, 1920 x 1080, Dual Digitizer (Touchscreen and Active Stylus pen input)
		1.3.	5th Generation Intel® Core™ i5-5300U vPro™ Processor, 3M, Up to 2.9 GHz with Turbo Boost Technology
		1.4.	Intel® HD 5500 Graphics
		1.5.	128GB Solid State Drive
		1.6.	8GB RAM, 1600 MHz, DDR3L
		1.7.	Non-battery Keyboard Docking Station: HDMI port, three USB 3.0 ports, one Ethernet RJ-45 port, VGA port, and AC Adapter
		1.8.	External USB DVD/RW Drive (TAA Compliant)
		1.9.	Microsoft Windows 8.1 64-bit
		1.10.	Intel® Dual Band Wireless-AC 7265 802.11AC/A/B/G/N, Bluetooth® V4.0
		1.11.	Front Camera: FHD Webcam and rear 5MP Webcam with Autofocus and LED
L	1		

			1.12. 1.13. 1.14.	Light micro-HOM!, 1 X USS 2.0; 1 X USS 3.0, Micro SD Slot micro-HDMI-to-VGA Dongle TPU Cover/Hand Strap Combo
0072AN	ES	Navy Recruiting Command Mobile Computing Solution Seat Support Services	unclassified Command I device supp 3.3.30.5 a, in accordant Section 3.3.	ctor shall provide the following I Services for the Navy Recruiting Mobile Computing Solution: 1) On-going port in accordance with PWS Section b and c; 2) Device management support ce with PWS Section 3.3.30.5 d, e and f30.5 g does not apply to the Navy Command Mobile Computing Solution

- 3. Replace Attachment J-17 "Workstation Minimum Requirements" with the attached J-17 "Workstation Minimum Requirements" dated 18 February 2016.
- 4. Timing of seat delivery shall be in accordance with the proposed schedule (See RAPT SUPERS-5000-2015-NG0552 Mod 1), assuming compliance with all defined caveats (i.e. timing of order; Certification of hardware; etc.).

AMENDMENT OF SOLICITATION/M	SDIFICATION OF CO	JNIRACI	1.00	JNTRACT ID CODI	-	1 OF 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJEC	CT NO. (If applicable)
P00088 6. ISSUED BY CODE	SEE BLOCK 16C. N00039	7. ADMINISTERE	D BY	 If other than Item 6/	S) CODE	
	ı	,		, [1	
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Ro 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			teria	tion of the C Il Pricing (Op		•
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	ITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TION OF CO -0013	NTRACT/ORDER NO.	
CODE FA	CILITY CODE 1U305			27 June 2013	ŕ	
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS O	F SOL	CITATIONS		
	the hour and date specified in the opies of the amendment; (b) By a reference to the solicitation. EIPT OF OFFERS PRIOR TO THE	the solicitation or as amy acknowledging receipt and amendment number that the HOUR AND DATE are may be made by telegoecified. DIFICATIONS OF COMERNO. AS DESC DER NO. AS DESC DERIVEY THE CHANGE. REFLECT THE ADMEDIATE AUTHORITY OF F	nended to this bers. F/E SPEC gram or CONTR RIBED S SET	amendment on each of AILURE OF YOUR ACT IFIED MAY RESULT	copy of the offe KNOWLEDGM N REJECTION elegram or lette	er MENT TO BE I OF YOUR OFFER. er makes reference
D. OTHER (Specify type of modification and						
	quired to sign this docume					
14. DESCRIPTION OF AMENDMENT/MODIFICATI Note: The Contractor may return a signed copy via f			_		subject matte	er where feasible.)
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the do. 15A. NAME AND TITLE OF SIGNER (Type or print)				remains unchanged a		
Walter R. Leavy, Legal/Contracts		Jose Cervant	es, Co	ontracting Office	er	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/7/16	16B. UNITED S				16C. DATE SIGNED
BY(Signature of person authorized to sign)	-	BY(Signature	of Contra	acting Officer)		3/7/2016

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to (b)(4)

for previous CLIN x090 definitizations. Refer to (b)(4) for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			,,,,	

As established under contract modifications N00039-13-D-0013 P00086 (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			,,,,	

2. In Section B, the following CLIN 0090 "name" only is corrected

From:

CLIN	ES/TXS	Supplies/Services
2090AB	ES	Enterprise Services
		(ES)

As established under contract modifications N00039-13-D-0013_P00086 (2090AB), paragraph 1

To:

CLIN	ES/TXS	Supplies/Services
2090AB	ES	Tech Refresh
		Enterprise Services
		(ES)

3. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AM	TXS	Tech Refresh	-	EA	(b)(4)	-
		Material (TXS) -				
		(TRP3 0076)				

4. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AM	TXS	Tech Refresh Material (TXS) – (TRP3_0076)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with (b)(4) This CLIN covers the purchase of (TRP3_0076) equipment.

AMENDMENT OF SOLICITATION/MODIFICATION OF CON	TRACT	1 1.CC	ONTRACT I CODE	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODI (CATION NO. P00089 1 3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/	PURCI	HASE REQ. NO. 5. PRO	
6. ISSUED BY CODE N00039	7. ADMISTERED BY (If other than Item 6) CODE			
SPACE AND NAVAL WARFARE SYSTEMS COMMAND	SPACE AND NAVAL WARFARE SYSTEMS COMMAND Modify the Clause 'C-6: 5252.237-9601 KEY			
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1ES 1325 10th Street SE, BLDG 196, Suite 301			DEC 1999)' in Secti	on C of the
Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navv.mil	Existing NG	EN E	Executed Contract.	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, count/)', Stale and	ZIP Code)	fil_	9A. AMENDMENT OF SO	LICITATIONNO.
HP Enterprise Services, LLC 13600 EDS DRIVE			98. DATED (SEE ITEM	11)
HERNDON, VA 20171		X	N00039-13-D-0013	CONTRACT/ORDER NO.
CODE FACILITY CODE U305		Λ	10B. DATED (SEE ITEM 27 June 2013	1 11)
11. THISEMONLY APPLIESTOA	MENDMENTS OF S	SOLICI		
submitted; or (c) By separate letter or telegram which holudes a reference to the solicillation RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO f by virtue olthis amendment you desire to change an offer already submitted such change to the solicitation and this amendment, and received prior to the opening hour and dales 12. ACCOUNTINGANDAPPROPRIATION DATA (If required) NOT APPLICABLE 13. THISTEM APPLIES ONLY TO MO IT MODIFIES THE CONTRACT/OR (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify author TRACT ORDER NO. INITEM 10A. FARCLAUSE 52.212-4(c)-CHANGES (MAY 2015)	he sollcilation or as am By acknowledging received and amendment num THE HOUR AND DAT By may be made by teep pecified. DDIFCATIONS OF CE BODER NO. AS DES Tity) THE CHANGE	ended beingt of the bers. FA ESPEC gram orb	by one of the following methods is amendment on each copy of the following methods is amendment on each copy of the following methods is amendment on each copy of the following methods in the foll	the offer DGMENT TO BE TION OF YOUR OFFER etter makes reference
8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO according to date, etc./ SET FORTH IN ITEM 14, PURSUANT TO THE C. THIS SUPPLEMENTAL AGREEMENT IS ENTEREDNTO PURSUA	AUTHORITY OF I	FAR 43	RATIVE CHANGES (such a .103!b\.	s changes in paying office,
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contrador IXIs not, I Is required to sign this document	and retum See No	te belo	w! copies to the issuing offic	ce.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCFs				
Note: The Contractor may return a signed copy via facsimile or as a scanned in	nage in portable dod	cument	format (pdf).	
-SEE	HEREIN-			
Exceol as orovided herein, all terms and conditions of the document referencedh tem 9A 15A. NAME AND TITLE OF SIGNER (Type or print)			, remains unchanged andh full fo E OF CONTRACTING OFF	

Kimberly Reavis, Contractino Officer 158. CONTRACTORIOFFEROR 15C. DATE SIGNED 168. UNTED STATES OF AMERICA 16C. DATE SIGNED (b)(6)BY (b)(6)BY r:>iQnature ol ContractinQ Olfiairl NSN 7540.01-152-8070

PREVIOUS EDITION UNUSABLE

The purpose of this modification is to modify the 'List of Key Personnel' in Section C, Clause 'C-6: 5252.237-9601 KEY PERSONNEL (DEC 1999)' on page 225 of the existing NGEN Executed Contract N00039-13-D-0013:

FROM: (Original)

(d) List of Key Personnel

Labor Categories	Name
(i) Program Manager (ES and Combined)	
(ii) Program Manager (TXS Only)	
(iii) Chief Engineer	
(iv) Chief Architect	
(v) Transition Manager	
(vi) Operations Manager (ES and Combined)	
(vii) Network Operations Center Manager (ES and Combined)	
(viii) Security Operations Center Manager (ES and Combined)	(b)(4)
(ix) Problem Management Manager (ES and Combined)	, , , ,
(x) Field Service Delivery Manager	
(xi) Security Manager	
(xii) Performance and Quality Manager	
(xiii) Logistics Manager	
(xiv) Asset and Configuration Management Manager	
(xv) Contracts Manager	

TO: (Revised)

(d) List of Key Personnel

Labor Categories	Name
(i) Program Manager (ES and Combined)	
(ii) Program Manager (TXS Only)	
(iii) Chief Engineer	
(iv) Chief Architect	
(v) Transition Manager	
(vi) Operations Manager (ES and Combined)	
(vii) Network Operations Center Manager (ES and Combined)	
(viii) Security Operations Center Manager (ES and Combined)	(b)(4)
(ix) Problem Management Manager (ES and Combined)	
(x) Field Service Delivery Manager	
(xi) Security Manager	
(xii) Performance and Quality Manager	
(xiii) Logistics Manager	
(xiv) Asset and Configuration Management Manager	
(xv) Contracts Manager	

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1.				NTRACT ID COD	E	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00090	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURCI	HASE REQ. NO.	5. PROJE	ECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE				
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. R. 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	Add Additi (CLINs 20 Year 2 On	06A'	Wall Plug √ through 2			
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	IT OF SOLIC	CITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			X	N00039-13-D- 10B. DATED (SE	TION OF CC	ONTRACT/ORDER NO.
	CILITY CODE 1U305	AMENDMENTO	500 11	27 June 2013		
	ITEM ONLY APPLIES TO				٦	
The above numbered solicitation is amended as set for	th in Item 14. The hour and d	ate specified for receip	t of Offer	s is extended	is not exter	nded.
Offers must acknowledge receipt of this amendment prior to	the hour and date specified in	the solicitation or as a	mended	by one of the following	ng methods:	
submitted; or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FOR THE RECE If by virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received prior	EIPT OF OFFERS PRIOR TO already submitted, such chand to the opening hour and date	on and amendment nur THE HOUR AND DAT ge may be made by tel	nbers. F E SPEC	AILURE OF YOUR A FIED MAY RESULT	CKNOWLEDO IN REJECTIO	GMENT TO BE ON OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (A	lf required)					
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NOT APPLICABLE 13. THIS ITEM	A APPLIES ONLY TO MO IES THE CONTRACT/OR UANT TO: (Specify autho	DER NO. AS DESC	RIBED	IN ITEM 14.	ARE MADE	E IN THE CON-
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I3. THIS ITEM IT MODIFI (X) A. THIS CHANGE ORDER IS ISSUED PURSON TRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIX DEPROPRIED CONTRACT/OF Appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS IN D. OTHER (Specify type of modification and a second contract or is not, is recommended.	M APPLIES ONLY TO MO JES THE CONTRACT/OR JUANT TO: (Specify authority) RDER IS MODIFIED TO R M 14, PURSUANT TO THE ENTERED INTO PURSUA Guthority) quired to sign this docume	DER NO. AS DESC rity) THE CHANGES REFLECT THE ADM E AUTHORITY OF F ANT TO AUTHORIT ont and return (See N	RIBED S SET F INISTR FAR 43. Y OF:	ATIVE CHANGES 103(b).	(such as ch	anges in paying office,
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The purpose of this modification is to add "Additional Wall Plug Services (CLIN 0006)" to sections B and C (Option Year 2 only). See RAPT #PMNMCI-9999-2014-NG0214 for associated proposal information.

1. In Section B, add CLINs as follows:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2006AV	TXS	Copper Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AW	TXS	Fiber Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AX	TXS	Copper Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AY	TXS	Fiber Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
2006AZ	TXS	Copper Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BA	TXS	Fiber Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BB	TXS	Copper ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BC	TXS	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BD	TXS	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BE	TXS	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	1	EA	(b)(4)	-
2006BF	TXS	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	1	EA	(b)(4)	-

2. In Section C, add the CLIN descriptions as follows (Option Year 2 only):

0006AV	Copper Test/Re- Label Services - 1 Wall Plug	The Contractor shall provide the service to test, certify and label one (1) ISP end-to-end copper network cable from the patch panel to the wall jack/patch-panel; no additional infrastructure repairs are included or required. The following conditions/limitations/restrictions apply: • The port must be functioning and can be readily found on the patch panel as a condition for ordering this service. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006AW	Fiber Test/Re-Label Services - 1 Wall Plug	 The Contractor shall provide the service to test, certify and label fiber desktop ISP (2-strands, single or multi-mode), end-to-end from the patch panel to the wall jack/patch-panel; no additional infrastructure repairs are included or required. The following conditions/limitations/restrictions apply: The port must be functioning and can be readily found on the patch panel as a condition for ordering this service. Wall plugs requiring testing/re-labeling must be located within the same building. Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. Service is restricted to CONUS only.
0006AX	Copper Test, Label and Repair Services - 1 Wall Plug	The Contractor shall provide the service to test, certify, label and repair one (1) ISP end-to-end network copper cable from the patch panel to the wall jack/patch-panel and includes replacing and/or re-terminating the jack and faceplate and re-terminating at the patch panel, as required. The following conditions/limitations/restrictions apply: • This service is on a per port basis. If both ports of a 2-port drop are broken, two orders of this CLIN service will be required. • The repair scope is limited to the wall plate or patch panel location only. If a cable break occurs outside of these areas, the cable must be replaced through a CLIN x006AB, x006AC, or x006AD, whichever is appropriate. If it is determined that a new wall plug is required (i.e. CLIN x006AB, x006AC, or x006AD) to repair the broken infrastructure, the costs associated with this CLIN service will still be applicable and chargeable to the Government. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.

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0006AY	Fiber Test, Label and Repair Services - 1 Wall Plug Copper Move, Reterminate, Test and Label Services - Dual Wall Plug	The Contractor shall provide the service to test, certify, label and repair fiber desktop ISP (2-strands, single or multi-mode), end-to-end from the patch panel to the wall jack/patch-panel and includes replacing/terminating, polishing, cleaning fiber connectors at the faceplate and at the patch panel as required. The following conditions/limitations/restrictions apply: • This service is on a per port basis. If both ports of a 2-port drop are broken, two orders of this CLIN service will be required. • The repair scope is limited to the wall plate or patch panel location only. If a cable break occurs outside of these areas, the cable must be replaced through a CLIN x006AB, x006AC, or x006AD, whichever is appropriate. If it is determined that a new wall plug is required (i.e. CLIN x006AB, x006AC, or x006AD) to repair the broken infrastructure, the costs associated with this CLIN service will still be applicable and chargeable to the Government. • Wall plugs requiring testing/re-labeling must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only. The Contractor shall provide the service for the relocation of an existing copper dual wall plug (2 copper network cables) to a new location, re-labeling and re-terminating the cables at the wall plate and patch panel, and associated testing and certification. The following conditions/limitations/restrictions apply: • The existing cable must be long enough to reach the new wall plug location. If the cable is not long enough, a separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug. • The wall plug move is restricted to a location within the same room. If core drilling, a new pathway, or significant EMT/conduit work is necessary, a separate CLIN x006AB, x006AC, or x006

0006BA	Fiber Move, Reterminate, Test and Label Services - Dual Wall Plug	The Contractor shall provide the service for the relocation of an existing fiber dual wall plug (4 fiber strands, single or multi-mode) to a new location, re-labeling and re-terminating the cables at the wall plate and patch panel, and associated testing and certification. The move includes replacing/terminating, polishing, cleaning fiber connectors at the faceplate and at the patch panel as required. The following conditions/limitations/restrictions apply: • The existing fiber strands must be long enough to reach the new wall plug location. If the fiber strands are not long enough, a separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug. * • The wall plug move is restricted to a location within the same room. If core drilling, a new pathway, or significant EMT/conduit work is necessary, a separate CLIN x006AB, x006AC, or x006AD (whichever is appropriate) for each affected wall plug will be required. * • All wall plugs requiring relocation must be located within the same building and room. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
		drilling, new pathway, or EMT/conduit work, etc., are all necessary, then only one (1) separate CLIN x006AB, x006AC, or x006AD, whichever is appropriate, must be ordered for each affected wall plug.

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0006BB	Copper ISP Removal (cabling only) Services - Dual Wall Plug	The Contractor shall provide the service for the removal of an existing copper dual wall plug (2 copper network cables) from a building, including the user wall plug location and the NMCI IDF. The following conditions/limitations/restrictions apply: • Every effort will be made to remove the cabling end to end. If however the cabling is bundled with active ISP, the network cables will be terminated (cut) at the nearest available junction above the ceiling at both the IDF and wall plug location. • This effort does not include taking down conduit or other infrastructure. • All wall plugs requiring removal must be located within the same building and room. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006BC	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	 The Contractor shall provide the service for the removal of an existing fiber dual wall plug (4 fiber strands, single or multi-mode) from a building, including the user wall plug location and the NMCI IDF. The following conditions/limitations/restrictions apply: Every effort will be made to remove the cabling end to end. If however the cabling is bundled with active ISP, the network cables will be terminated (cut) at the nearest available junction above the ceiling at both the IDF and wall plug location. This effort does not include taking down conduit or other infrastructure. All wall plugs requiring removal must be located within the same building and room. Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. Service is restricted to CONUS only.

0006BD	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	The Contractor shall provide the service for the relocation of an existing dual wall plug (2 copper network cables or up to 6 fiber strands, single or multi-mode) to the ceiling in support of furniture/office reconfiguration. The service includes disconnecting the desk side drop, rolling up the cables, placing them in a false ceiling area or centralized location, and labeling for "Future Use". The following conditions/limitations/restrictions apply: • The scope of this service does not include moving the wall plug back down to the desk and will require a Copper or Fiber Move service (i.e. CLINs 0006AZ or 0006BA). • All wall plugs must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006BE	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	The Contractor shall provide the service for testing/toning/identifying an existing dual wall plug (2 copper network cables or up to 6 fiber strands, single or multi-mode) that are not labeled at the wall jack, patch panel, or coiled up location. The following conditions/limitations/restrictions apply: • All wall plugs must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.
0006BF	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	The Contractor shall provide the service for installing a dual wall plug (2 copper network cables or 4 fiber strands, single or multi-mode) within Modular\Cubicle Furniture pathway systems. The following conditions/limitations/restrictions apply: • All wall plugs must be located within the same building. • Service will be provided during normal working hours, excluding week-ends and holidays (per section C-3). • Service does not include travel. If travel is required, the Government will order a separate travel-related CLIN. • Service is restricted to CONUS only.

AMENDMENT OF SOLICITATION/M	ODIFICATION OF CO	ONTRACT	1. 00	NTRACT ID CODE	E	1 OF 2
2. AMENDMENT/MODIFICATION NO. P00091	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION	/PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERE	ED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEM CONTRACTING OFFICER: Kimberly L. Ro 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			teria	ion of the C I Pricing (Op		•
8. NAME AND ADDRESS OF CONTRACTOR (No.,	street, country, State and	ZIP Code)	(X)	9A. AMENDMEN	T OF SOLIC	CITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		X	9B. DATED (SEE 10A. MODIFICAT N00039-13-D- 10B. DATED (SE	TION OF CO 0013	NTRACT/ORDER NO.	
	CILITY CODE 1U305			27 June 2013		
11. THIS	ITEM ONLY APPLIES TO	AMENDMENTS O	F SOLI	CITATIONS	1	
The above numbered solicitation is amended as set fort Offers must acknowledge receipt of this amendment prior to to (a) By completing Items 8 and 15, and returning completing Items 8 and 15,	he hour and date specified in the spies of the amendment; (b) By is a reference to the solicitation IPT OF OFFERS PRIOR TO The solicited submitted, such change	ne solicitation or as ar acknowledging recei and amendment num "HE HOUR AND DAT may be made by tele	nended between the series of this bers. FA	oy one of the following amendment on each of ILURE OF YOUR ACI FIED MAY RESULT IN	copy of the offe KNOWLEDGN N REJECTION	er MENT TO BE I OF YOUR OFFER.
12. ACCOUNTING AND APPROPRIATION DATA (NOT APPLICABLE	If required)					
13. THIS ITEM	APPLIES ONLY TO MOI					
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appropriation date, etc.) SET FORTH IN ITEM C. THIS SUPPLEMENTAL AGREEMENT IS	1 14, PURSUANT TO THE	AUTHORITY OF I	FAR 43		(Such as on	anges in paying office,
D. OTHER (Specify type of modification and a	authority)					
E. IMPORTANT: Contractor ☐ is not, ☒ is red 14. DESCRIPTION OF AMENDMENT/MODIFICATI	quired to sign this documer	nt and return (See	Note be	low) copies to the is	ssuing office	er where feasible)
Note: The Contractor may return a signed copy via f	, ,		•		subject matt	or whore reasible.)
	-SEE H	HEREIN-				
Except as provided herein, all terms and conditions of the doc	cument referenced in Item 9A c	or 10A, as heretofore c	:hanged,	remains unchanged a	nd in full force	and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)				OF CONTRACTIN		
Walter R. Leavy, Legal/Contracts	Jose Cervantes, Contracting Officer					
15B. CONTRACTOR/OFFEROR	16B. UNITED S	TATES	OF AMERICA		16C. DATE SIGNED	
BY (b)(6)	3/16/16	BY				3/16/2016
(Signature of person authorized to sign)	(Signature	of Contra	cting Officer)			

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, and P00088 for previous CLIN x090 definitizations. Refer to RAPT request PMNMCI-9999-2016-NG1995 for all requirement documentation.

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for CLIN 2090AA (b)(4)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			,,,,	

As established under contract modifications N00039-13-D-0013 P00088 (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh	-	LOT	(b)(4)	-
		Material (TXS)			,,,,,	

2. In section B, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AN	TXS	Tech Refresh Material (TXS) – (TRP4_0089)	-	EA	(b)(4)	-

3. In Section C, establish the following CLIN that definitizes a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090AN	TXS	Tech Refresh Material (TXS) – (TRP4_0089)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0089) equipment.